

**EXHIBIT F**

Craig S. Granet, State Bar #071020  
FELL, MARKING, ABKIN, MONTGOMERY,  
GRANET & RANEY, LLP  
222 East Carrillo Street, Suite 400  
Santa Barbara, California 93101-2142  
(805) 963-0755

NESENOFF & MILTENBERG, LLP  
Andrew T. Miltenberg, Esq. (NY State Bar No. 2399582)  
Philip A. Byler, Esq. (NY State Bar No. 1475664)  
363 Seventh Avenue - Fifth Floor  
New York, New York 10001  
(212) 736-4500

Attorneys for Defendants named by Plaintiff as Private Label Sourcing, LLC (a Delaware Limited Liability Company), Private Label Sourcing, LLC (a New Jersey Limited Liability Company), Second Skin, LLC and Christine Dente

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

-----X  
C&C TEXTILE CO., LTD., a Korean Corporation, |

Plaintiff, |

CASE NO: CV07-07408

v. |

(RGK, VBK)

PRIVATE LABEL SOURCING, LLC, a Delaware |

Limited Liability Company, PRIVATE LABEL |

DECLARATION OF CHRISTINE

SOURCING, LLC, a New Jersey Limited Liability |

DENTE IN SUPPORT OF

Company, SECOND SKIN, LLC, a New Jersey |

MOTION TO DISMISS

Limited Liability Company, CHRISTINE DENTE, |

BRUCE R. ALLEN, WELL SUCCESS, a Hong |

Date: April 14, 2008

Kong Corporation, JETWELL GARMENTS, LTD, a |

Time: 9:00 a.m.

Hong Kong Corporation, and DOES 1-10, inclusive, |

The Honorable R. Gary Klausner

Defendants. |

-----X  
CHRISTINE A. DENTE, hereby declares subject to the penalties of perjury  
under 28 U.S.C. § 1746:

1           1.     I am a defendant in this action, and I am a citizen and resident of New  
2 Jersey. I make this Declaration in support of the motion to dismiss made by Defendants  
3 named in the First Amended Complaint as Private Label Sourcing, LLC (a Delaware  
4 Limited Liability Company), Private Label Sourcing, LLC (a New Jersey Limited  
5 Liability Company), Second Skin, LLC and me. I have personal knowledge of the facts  
6 stated in this Declaration.

7           2.     I am an owner of a fifty (50%) ownership interest in the Defendant Private  
8 Label Sourcing, LLC (Delaware) (hereinafter "PLSL"). The Defendant Jetwell  
9 Garments, Ltd. (hereinafter "Jetwell"), is owner of the other fifty (50%) membership  
10 interest in PLSL. Chueng Kin ("Jocky") is the sole owner of Jetwell. Defendant Well  
11 Success Textile (HK) Co. Ltd. ("Well Success Textile") is not an owner, member, or  
12 agent of PLSL.

13           3.     PLSL is a limited liability company formed under the laws of the State of  
14 Delaware and is registered to do business in New Jersey. There is only one PLSL; no  
15 PLSL was formed under the law of the State of New Jersey. PLSL is a garment supplier  
16 that imports garments for U.S. retailers from Hong Kong. PLSL operates as a limited  
17 liability company with proper observance of the LLC as the entity doing business.  
18 PLSL's company documents are maintained in New York City and New Jersey offices.

19           4.     PLSL's sole contact with the State of California is clearing goods through  
20 customs that are shipped to a California port. After the goods clear customs, PLSL's  
21 retail clients take possession of the goods from a warehouse. PLSL is not responsible for  
22 transportation of the goods from California to any destination. PLSL does not have an  
23 office in California. PLSL does not have any assets in California. PLSL does not have  
24 any bank accounts in California. PLSL is not registered to business in California.

25           5.     Furthermore, Jetwell and I are the only members of PLSL, and we have not  
26 authorized any other individuals or companies to enter into contracts, or otherwise bind,  
27 PLSL. Jimmy Tsui, is not, and has never been, a member or employee of PLSL; and  
28 Jimmy Tsui is not, and has never been, an employee of Jetwell. Furthermore, Jimmy  
Tsui is not, nor has he ever been, authorized to act on behalf of PLSL. In addition,

1 Defendant Well Success Textile is not a member, owner and/or affiliate of PLSL, and is  
2 not authorized to act on behalf of PLSL. Nor is Defendant Well Success Textile  
3 authorized to act as the “accounting office” of PLSL.

4 6. In addition, I am the sole owner of Second Skin, LLC. Second Skin, LLC  
5 is a limited liability company formed under the laws of the State of New Jersey in April  
6 2005 and operates as a limited liability company with proper observance of the LLC as  
7 the entity doing business. Second Skin, LLC was not formed as an “alter ego” to PLSL,  
8 nor am I an “alter ego” to Second Skin, LLC. Contrary to insinuations in plaintiff’s  
9 papers, Second Skin, LLC was not formed to conceal money from PLSL’s creditors or  
10 from the defendant Bruce Allen. Second Skin, LLC was formed as a completely separate  
11 entity in which Jetwell has no interest.

12 7. I formed Second Skin, LLC as a separate entity to undertake entirely  
13 different business than PLSL. Second Skin, LLC was formed to work with international  
14 manufacturers in Turkey specializing in seamless apparel. Particularly, Second Skin,  
15 LLC was not a party to, and is in no way involved in, the contract with the Plaintiff C&C  
16 Textile Co., Ltd. that is a subject of the First Amended Complaint.

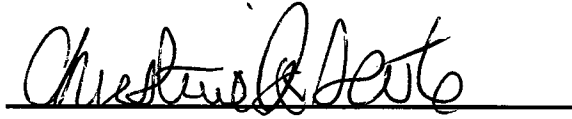
17 8. In addition, Second Skin, LLC never received any money payable to PLSL  
18 or for any PLSL contracts. Particularly, Second Skin, LLC did not receive any payments  
19 for merchandise relating to contract at issue in this case. PLSL is, and has always been, a  
20 company in good standing, and has paid its own creditors since the time it was formed.

21 9. Second Skin, LLC does not do any business in or have any contact with the  
22 State of California. Second Skin, LLC does not have an office anywhere in California.  
23 Second Skin, LLC does not have any assets in California. Second Skin, LLC does not  
24 have any bank accounts in California. Second Skin, LLC is not registered to business in  
25 California.

26 10. In connection with the contract with Plaintiff C & C Textiles Co., Ltd. that  
27 is the subject of this case, I did not enter the State of California and I did not personally  
28 do anything involving communications to anyone in California. I have no office in  
California; I have no bank account in California; and I have no assets in California.

I declare under the penalty of perjury that the foregoing is true and correct.

**Dated: March 11, 2008**



**Christine Dente**



**ANDREW T. MILTENBERG**  
Notary Public, State of New York  
No. 02MI6008077  
Qualified in New York County  
Commission Expires June 1, 2009

**EXHIBIT G**

1  
2 UNITED STATES DISTRICT COURT  
3 SOUTHERN DISTRICT OF NEW YORK  
4 -----X  
5 ATATEKS FOREIGN TRADE LTD., JORDAN  
6 and ATATEKS DIS TICARET A.S.,  
7  
8 Plaintiffs,  
9  
10 v. Index No:  
11 07 Civ 6665 (HB)  
12 PRIVATE LABEL SOURCING, LLC and  
13 SECOND SKIN, LLC,  
14  
15 Defendants.  
16 -----X  
17  
18 May 29, 2008  
19 10:02 a.m.  
20  
21  
22  
23  
24  
25

2  
1  
2 APPEARANCES:  
3  
4 ERIC J. GRANNIS, ESQ.  
5 Attorney for Plaintiffs  
6 620 Fifth Avenue  
7 New York, NY 10020  
8  
9  
10 NESENOFF & MILTENBERG, LLP  
11 Attorneys for Defendants  
12 363 Seventh Avenue, Fifth Floor  
13 New York, New York 10001-3904  
14 BY: PHILIP A. BYLER, ESQ.  
15  
16  
17 ALSO PRESENT:  
18 DAVID CONNELLY  
19 ALP DUMAN  
20  
21  
22  
23  
24  
25

1  
2 STIPULATIONS  
3  
4 IT IS HEREBY STIPULATED AND AGREED,  
5 by and between counsel for the respective parties  
6 hereto, that all objections, except as to form,  
7 are reserved to the time of trial.  
8 IT IS FURTHER STIPULATED AND AGREED  
9 that the deposition may be signed and sworn to  
10 before any officer authorized to administer an  
11 oath.  
12 IT IS FURTHER STIPULATED AND AGREED  
13 that the sealing and filing of the deposition be  
14 waived.  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

4  
1 C. Dente  
2 CHRISTINE ANN DENTE,  
3 called as a witness, having been duly sworn,  
4 testified as follows:  
5 EXAMINATION  
6 BY MR. GRANNIS:  
7 Q. What is your name?  
8 A. Christine Ann Dente.  
9 Q. Where do you reside?  
10 A. 935 Sedgewick Court, Westfield, New  
11 Jersey 07090.  
12 Q. Hello, Ms. Dente. Welcome.  
13 A. Thank you.  
14 Q. If any of my questions are unclear,  
15 just ask me to rephrase them.  
16 A. Okay.  
17 Q. Just also remember a couple of things  
18 that are just useful in depositions, which is  
19 that, you know, in normal conversation, we  
20 sometimes will nod our head or say uh-huh, but  
21 it's better in a deposition to say yes or no so  
22 the court reporter can hear it.  
23 A. Okay.  
24 Q. And the other point is that sometimes  
25 in conversation people will understand a question

1 C. Dente  
 2 halfway through and will begin answering it  
 3 because they know where the question is going,  
 4 but in a deposition it's better to let me finish  
 5 the question, even if you know where the question  
 6 is going so that the court reporter can get it  
 7 clearly down before she takes down your answer.  
 8 A. Absolutely. No problem.  
 9 Q. Ms. Dente, did you go to college?  
 10 A. Yes, I did.  
 11 Q. Where did you go to college?  
 12 A. Fashion Institute of Technology in  
 13 Manhattan.  
 14 Q. Did you graduate?  
 15 A. I did.  
 16 Q. When did you graduate?  
 17 A. 1985.  
 18 Q. Can you give me a very brief overview  
 19 of your career in fashion or business prior to  
 20 founding Private Label?  
 21 A. Would you like exact companies and  
 22 dates?  
 23 Q. How many of them would there be,  
 24 approximately?  
 25 A. About five.

6  
 1 C. Dente  
 2 Q. Yes, let's do that.  
 3 A. Okay. So I can reference my --  
 4 Q. Absolutely.  
 5 A. The first company I worked for out of  
 6 college was the Joseph & Friss & Company, and  
 7 that was from 1985 to 1989; and then I worked for  
 8 a company Faddalley, Inc., from 1989 to 1992.  
 9 Q. How do you spell Faddalley?  
 10 A. F-A-D-D-A-L-L-E-Y.  
 11 And then from there I worked for a  
 12 company called Tropic Tex from 1992 to 1994; and  
 13 then from there I worked at a company called  
 14 Danielle Caron from 1994 to 1995; then I worked  
 15 for Miss Julie Apparel, from 1995 to 1996; and  
 16 then Boulevard Apparel Group from 1996 to 2001;  
 17 and then finally Private Label Sourcing, which  
 18 was formed in 2001.  
 19 Q. What did you do at Boulevard Apparel?  
 20 A. Sales, merchandising, and production.  
 21 Q. Tell me more about the business of  
 22 Boulevard Apparel.  
 23 A. It serviced the mass market group of  
 24 retailers. We were strictly Private Label, so  
 25 everything was cut to order. We would work with

1 C. Dente  
 2 the retailer, develop the product, and then  
 3 ultimately ship it with the retailer's label in  
 4 the product.  
 5 Q. Where were goods manufactured for  
 6 Boulevard Apparel?  
 7 A. Worldwide.  
 8 Q. When you founded Private Label in 2001,  
 9 did you found it with anybody else?  
 10 A. Yes, Mr. Bruce Allen.  
 11 Q. What did Mr. Allen contribute in 2001  
 12 to the founding?  
 13 A. He handled the financial side of the  
 14 business, and I handled the sales, merchandising,  
 15 and production side.  
 16 Q. How did you come to know Mr. Allen?  
 17 A. We worked together both at Danielle  
 18 Caron and also at Boulevard Apparel Group.  
 19 Q. Tell me about the business of Private  
 20 Label in the first couple of years.  
 21 What did it sell?  
 22 A. What type of product did it sell?  
 23 Q. Yes.  
 24 A. Ladies apparel.  
 25 Q. Which manufacturers did it work with at

8  
 1 C. Dente  
 2 that time?  
 3 A. Again, worldwide. We worked with  
 4 factories all around the world.  
 5 Q. Who did you sell to in those first  
 6 couple of years?  
 7 A. We sold to Target. We sold to  
 8 Wal-Mart. We did some business with Kmart.  
 9 Q. Were you 50-50 partners with Mr. Allen?  
 10 A. Yes, we were.  
 11 MR. GRANNIS: Off the record.  
 12 (Discussion off the record.)  
 13 Q. At a certain point in time, did Mr.  
 14 Allen come to sell his ownership in Private  
 15 Label?  
 16 A. Yes, he did.  
 17 Q. When was that?  
 18 A. In January of 2006.  
 19 Q. How did that come about?  
 20 A. I'm not sure I know. I'm not sure I  
 21 understand the question.  
 22 Q. Did Mr. Allen tell you why he was  
 23 selling his interest?  
 24 A. The year prior to 2006, Mr. Allen had a  
 25 lot of health issues. He did not come to the



1 C. Dente  
 2 office very often. I would say within the year  
 3 of 2005, he was there maybe collectively one  
 4 month, and I think just the stress of the  
 5 business. His health issues led him to make a  
 6 decision to pursue other interests.  
 7 Q. Is that what he told you about the  
 8 reason he was doing that?  
 9 A. Yes.  
 10 Q. Am I right that Jetwell Garments came  
 11 to own 50 percent of Private Label?  
 12 A. They purchased 50 percent of Mr.  
 13 Allen's shares, yes.  
 14 Q. Just to be clear, did they purchase all  
 15 of Mr. Allen's shares?  
 16 A. Yes, they did.  
 17 Q. Who owns Jetwell Garments?  
 18 A. Jockey Cheung.  
 19 Q. Where does Mr. Cheung live?  
 20 A. Hong Kong.  
 21 Q. How did Mr. Allen become acquainted  
 22 with Mr. Cheung as a potential buyer?  
 23 A. We were doing business with a factory  
 24 based in Hong Kong called Well Success, and  
 25 Jockey was owners or partners. I'm not a hundred

10

1 C. Dente  
 2 percent sure, because we didn't get involved in  
 3 the ownership of Well Success, but was a partner  
 4 in Well Success -- I don't know what percentage  
 5 -- and that's how we met him.  
 6 Q. Have you ever drawn a salary from  
 7 Private Label?  
 8 A. I'm paid by Private Label, yes.  
 9 Q. As an owner of Private Label, you have  
 10 received at times distributions arising from your  
 11 ownership interest; is that correct?  
 12 A. I drew a salary from Private Label.  
 13 Q. You drew a salary, and did you also  
 14 receive distributions from Private Label?  
 15 A. Which was considered part of our  
 16 salary.  
 17 Q. Did you ever receive a W-2 from Private  
 18 Label?  
 19 A. Yes, so all income was on the W-2.  
 20 Q. Is Private Label commercially active  
 21 today?  
 22 A. Yes, it is.  
 23 Q. What approximately are the sales for  
 24 Private Label so far this year?  
 25 A. I would have to check on that for you.

1 C. Dente  
 2 I don't know a full number.  
 3 Q. Could you say whether it was less or  
 4 more than a million dollars?  
 5 A. I would have to check for you.  
 6 Q. Do you know whether it's less or more  
 7 than \$5 million?  
 8 A. I would have to check for you.  
 9 Q. Do you know if it's less or more than  
 10 \$10 million?  
 11 A. I would have to check for you.  
 12 Q. Do you know if it's less or more than  
 13 \$100 million?  
 14 A. I would have to check for you.  
 15 Q. Do you know if it's less or more than a  
 16 billion dollars?  
 17 A. I would have to check for you.  
 18 Q. Just so I understand, your testimony  
 19 today is that you are unsure as to whether or not  
 20 you had more than a billion dollars of sales?  
 21 A. I'm unsure as to what the year-to-date  
 22 sales are.  
 23 Q. And you are unsure as whether or not  
 24 they're more or less than a billion dollars?  
 25 A. I'm just answering your question that I

12

1 C. Dente  
 2 would have to check for you as to what the total  
 3 sales were to date.  
 4 Q. My question was: Were they more or  
 5 less than a billion dollars? And you can't  
 6 answer that?  
 7 A. Less.  
 8 Q. Are they more or less than a hundred  
 9 million?  
 10 A. Less.  
 11 Q. Are they more or less than 10 million?  
 12 A. I would have to check for you.  
 13 Q. Are they more or less than a million?  
 14 A. I would have to check for you.  
 15 Q. So you couldn't state for certain that  
 16 they have had at least a million dollars in sales  
 17 so far this year?  
 18 A. I would have to check.  
 19 Q. What goods are you selling at Private  
 20 Label now?  
 21 A. Ladies' apparel.  
 22 Q. Where did you get those goods from?  
 23 A. Worldwide.  
 24 Q. Approximately how many manufacturers do  
 25 you have?

1 C. Dente  
 2 A. We have a factory matrix of more than a  
 3 hundred factories. Whether we use all of them,  
 4 it depends. From time to time, depends on the  
 5 product.  
 6 Q. Can you name five among your top  
 7 manufacturers today?  
 8 A. For Private Label?  
 9 Q. Yes.  
 10 A. Well Success.  
 11 Q. Any others?  
 12 A. Well Success is the largest.  
 13 Q. Can you tell me others that are among  
 14 your top five?  
 15 A. Basul.  
 16 Q. Any others?  
 17 A. That's it.  
 18 Q. When you say that's it, what do you  
 19 mean? Because you mentioned before you had a  
 20 hundred factories that you could draw upon.  
 21 A. And I believe that you asked me who I  
 22 was doing the largest amount of business with  
 23 currently, so I...  
 24 Q. What would be after Well Success and  
 25 Basul?

1 C. Dente  
 2 Q. Would you spell Tally, please?  
 3 A. T-A-L-L-Y. Mabel Kwan.  
 4 Q. Could you spell Kwan?  
 5 A. K-W-A-N. Shanny Guzman.  
 6 Q. How do you spell Shanny?  
 7 A. S-H-A-N-N-Y.  
 8 Q. Others?  
 9 A. George Montalbano, Stanley Waldon, Lisa  
 10 Burke, and that's it.  
 11 Q. I count six. You had mentioned nine.  
 12 Were there others?  
 13 A. Myself. I believe I said approximately  
 14 nine.  
 15 Q. So on further reflection, does it  
 16 appear there's seven, because you have given me  
 17 seven names?  
 18 A. Let me go through in my mind. Lisa  
 19 Burke, Shanny, David, Mabel, Stanley, George.  
 20 Yes.  
 21 Q. Do you know whether these are all  
 22 technically employees?  
 23 Do you know that there's a difference  
 24 between an employee and an independent  
 25 contractor?

14  
 1 C. Dente  
 2 A. I would really have to check for you.  
 3 That's where our business is concentrated right  
 4 now.  
 5 Q. How much of your business would --  
 6 would you think it would represent more than half  
 7 of your business, those two companies?  
 8 A. Yes.  
 9 Q. What do you buy through Basul?  
 10 A. Ladies' apparel.  
 11 Q. Where is that ladies' apparel produced?  
 12 A. In Turkey.  
 13 Q. What companies produce that ladies'  
 14 apparel for Basul?  
 15 A. Are you asking me for specific factory  
 16 names?  
 17 Q. If you have them.  
 18 A. There's multiple factories. I would  
 19 have to -- there's multiple factories.  
 20 Q. How many employees does Private Label  
 21 have today?  
 22 A. Approximately nine.  
 23 Q. Can you tell me the names of those nine  
 24 employees of Private Label?  
 25 A. David Tally.

16  
 1 C. Dente  
 2 A. I'm not sure. Are you asking me from a  
 3 tax purpose from the way an employee is paid?  
 4 Q. Correct. Do you understand that?  
 5 Do you understand that there's a  
 6 difference between an employee and an independent  
 7 contractor in terms of the way that's reported  
 8 for tax purposes?  
 9 A. I believe so.  
 10 Q. Do you happen to know whether or not  
 11 you report these individuals as being employees  
 12 of Private Label?  
 13 A. Yes.  
 14 Q. Or independent contractors?  
 15 A. Yes, we do.  
 16 Q. As employees?  
 17 A. Yes.  
 18 Q. How long has Mr. Tally been employed by  
 19 Private Label?  
 20 A. I would have to check the dates for all  
 21 the employees for you. I don't know that  
 22 information off the top of my head.  
 23 MR. GRANNIS: I'll ask that that information be  
 24 provided to us, since the witness does not have  
 25 it.

1 C. Dente  
 2 THE WITNESS: I prefer not to guess.  
 3 If you're asking me for exact dates, I would  
 4 prefer to give you exact information. I  
 5 think it's important.  
 6 MR. GRANNIS: That's fine. I'm  
 7 amenable to that.  
 8 Q. But these are current employees,  
 9 correct?  
 10 A. That's correct.  
 11 Q. Where are the offices of Private Label?  
 12 A. 597 Broadway.  
 13 Q. When was the company Second Skin  
 14 founded?  
 15 A. July of 2005.  
 16 Q. Who owns Second Skin?  
 17 A. Christine Dente.  
 18 Q. And that's you?  
 19 A. 100 percent. Yes, I do.  
 20 Q. What was it founded to do?  
 21 A. Specifically it didn't have one  
 22 specific purpose. At the time when it was  
 23 formed, I was consulting.  
 24 Q. Can you explain that?  
 25 A. Joining retailers with factories,

18

1 C. Dente  
 2 helping them place production as a liaison.  
 3 Q. Is Second Skin still active?  
 4 A. Yes, it is.  
 5 Q. What does Second Skin do today?  
 6 A. The same.  
 7 Q. Does Second Skin have any employees?  
 8 A. Yes. One besides myself. Excuse me,  
 9 besides myself.  
 10 Q. Who is that?  
 11 A. Nilda Corchado.  
 12 Q. You are also an employee of Second  
 13 Skin?  
 14 A. Yes, I am.  
 15 Q. What are some of the manufacturers that  
 16 Second Skin works with?  
 17 A. Synko, out of Korea.  
 18 Q. How do you spell that, please?  
 19 A. S-Y-N-K-O.  
 20 At one time it did work with Basul  
 21 through Atateks.  
 22 Q. Any others that it has worked with?  
 23 A. No.  
 24 Q. Just those two?  
 25 A. Yes.

1 C. Dente  
 2 Q. Who was Second Skin paid by?  
 3 A. I'm not sure what the question is.  
 4 Q. Did Second Skin receive revenue?  
 5 A. Yes.  
 6 Q. You received money?  
 7 A. Yes.  
 8 Q. Who did you receive money from?  
 9 A. I'm still not clear about the question.  
 10 Q. Did you receive money from Synko?  
 11 A. What time period are we talking about?  
 12 I think the question's very general.  
 13 Q. If I ask for all the money that -- all  
 14 the people that have ever paid money to Second  
 15 Skin, is that going to be a lot of entities?  
 16 MR. BYLER: Money for whatever reason?  
 17 MR. GRANNIS: Yes. I just wanted to  
 18 know the source of the revenue.  
 19 Q. Its sounds like you worked with two  
 20 companies, Synko and Basul. Maybe the answer is  
 21 you received your revenues from Synko and Basul  
 22 by providing services to them.  
 23 MR. BYLER: Just objection to form.  
 24 Revenues could have a narrow meaning or a  
 25 broad meaning, revenues in terms of the sale

20

1 C. Dente  
 2 of product, revenues in the sense of any  
 3 kind of income that might include  
 4 commissions.  
 5 So you may want to clarify your  
 6 question.  
 7 Q. I would like to know in the broadest  
 8 sense possible where the money came from that  
 9 went into Second Skin.  
 10 A. Again, I would ask -- are we speaking  
 11 about commissions?  
 12 Q. I'm speaking about any type of money.  
 13 A. What time period are we talking about?  
 14 Q. From the beginning of the company to  
 15 the present.  
 16 MR. BYLER: If you want to, you know,  
 17 answer in terms of time frame, go ahead, if  
 18 that helps you answer a general question  
 19 posed.  
 20 A. Okay. Communications were received  
 21 from Basul, or actually Atateks through Basul and  
 22 from Synko.  
 23 Q. Did Second Skin receive money from  
 24 anybody else?  
 25 A. Specific to commissions, that's who I

1 C. Dente  
2 received money from.  
3 Q. Not specific to commissions.  
4 Did Second Skin receive money from  
5 anybody else?  
6 A. I'm not -- again, you would have to  
7 clarify the time frame that you're talking about.  
8 Q. I can be clear. From the beginning --  
9 A. Okay.  
10 Q. -- when the company was formed to  
11 today. In other words, to use a simple term --  
12 A. Yes.  
13 Q. -- ever. Is that clear now?  
14 A. Yes, it's clear.  
15 Q. Can you answer the question now?  
16 MR. BYLER: Objection to form. Go  
17 ahead.  
18 A. I also received money from Target.  
19 Q. When you say I, you mean Second Skin?  
20 A. Correct. That's what you did ask that  
21 question, correct?  
22 Q. What did Target pay that money for?  
23 A. Goods.  
24 Q. Goods manufactured by whom?  
25 A. Again, multiple factories.

22

1 C. Dente  
2 Q. Can you name a few?  
3 A. Through Synko.  
4 Q. Did Second Skin receive any money for  
5 goods manufactured by Atateks?  
6 A. Say the question one more time, please?  
7 Q. Did Second Skin receive --  
8 A. No.  
9 Q. Receive any money?  
10 A. No.  
11 Q. Let me finish.  
12 A. Okay.  
13 Q. Did Second Skin receive any money from  
14 Target in any way related to goods manufactured  
15 by Atateks?  
16 A. Absolutely not.  
17 The time I was doing business with  
18 Atateks from 2002 through 2006 Second Skin was  
19 not actively doing any business with Target  
20 manufacturing any goods.  
21 Q. What time frame was it that Second Skin  
22 received money from Target?  
23 A. Not until starting 2007.  
24 Q. Did Private Label do business with  
25 Synko in 2007?

1 C. Dente  
2 A. Yes, under different product  
3 categories.  
4 Q. Can you explain to me what you mean by  
5 different product categories?  
6 A. Different items.  
7 Are you asking for crossover between  
8 Private Label and Second Skin?  
9 Q. Yes.  
10 A. No, totally different product  
11 categories.  
12 Q. Let me ask you this: Was there any  
13 reason why this consulting work that -- phrase it  
14 differently.  
15 Was there any reason why the business  
16 that Second Skin was doing would not have been  
17 done by Private Label?  
18 A. It was different product categories.  
19 It was different businesses that I was pursuing.  
20 Q. Can you explain what you mean by  
21 different product categories?  
22 A. Well, I guess two. I am the business.  
23 My business relationships really generate the  
24 business, and what I was pursuing in Second Skin  
25 was different than what was being done in Private

24

1 C. Dente  
2 Label.  
3 Q. How was it different?  
4 A. Different product categories, different  
5 types of product, different fabrics, different  
6 styles.  
7 Q. The commissions that you earned from  
8 Atateks were with respect to the same goods that  
9 were being sold to Private Label, right?  
10 A. I'm sorry. Say the question again?  
11 Q. The commission that you say you earned  
12 from Atateks were from the same goods that  
13 Atateks was selling to Private Label, right?  
14 A. Atateks supplied us with seamless  
15 product, which is a very specialized product  
16 that's made on Santoni machines. That business  
17 was never done with Second Skin.  
18 Second Skin never bought from Atateks,  
19 never sold to Target any type of seamless  
20 product.  
21 Q. You referred earlier, you recall, to  
22 earning certain commissions paid by Basul where  
23 the money was originally received from Atateks,  
24 right?  
25 A. Correct.

1 C. Dente  
 2 Q. Let me put it more simply.  
 3 You received certain commissions from  
 4 Atateks through Basul?  
 5 A. That's correct.  
 6 Q. What were those commissions for?  
 7 A. Seamless product.  
 8 Q. That seamless product you're referring  
 9 to, wasn't that the same seamless product that  
 10 Private Label was purchasing?  
 11 A. It was not purchased by Second Skin.  
 12 It was purchased by Private Label. Second Skin  
 13 was acting as a consultant.  
 14 Q. I understand that Private Label was  
 15 buying the merchandise, and Second Skin was not,  
 16 but when you refer to commissions earned on  
 17 seamless garments that Second Skin was earning,  
 18 these were the same seamless garments that  
 19 Private Label was buying, right?  
 20 A. Commission was only paid on product  
 21 that was shipped, sold and shipped, so  
 22 commissions were -- were satisfied.  
 23 I'm not sure where you're going with  
 24 the question, but one company was buying product,  
 25 Private Label, and the other company was acting

1 C. Dente  
 2 Q. When did Second Skin earn commissions  
 3 from Atateks? What year?  
 4 A. Well, Second Skin wasn't formed until  
 5 July of 2005, so between the year of 2005 when it  
 6 was formed through 2006.  
 7 Q. What did Second Skin earn those  
 8 commissions for?  
 9 A. I'll state again that I was paid  
 10 commission for goods that were manufactured and  
 11 sold to Private Label.  
 12 Q. Thank you.  
 13 Is there a reason why those services  
 14 that you were offering through Second Skin could  
 15 not have been offered through Private Label?  
 16 A. I set up Second Skin as a consulting  
 17 company, as a commissioned -- as a consulting  
 18 commission based company for multiple  
 19 relationships, not just for the business that was  
 20 being done through Atateks.  
 21 Q. With respect to the business done  
 22 through Atateks, could that service have been  
 23 offered through Private Label?  
 24 A. That's not what Private Label was set  
 25 up to do.

26

1 C. Dente  
 2 as a consultant, as a liaison.  
 3 Q. But it was consulting with respect to  
 4 the same product?  
 5 A. With seamless product.  
 6 MR. BYLER: Objection to the form of  
 7 the question. It was a little confusing.  
 8 Try to rephrase it.  
 9 Q. Second Skin was earning certain  
 10 commissions with respect to consulting done in  
 11 relationship to certain seamless products; is  
 12 that fair?  
 13 A. Correct.  
 14 Q. Those seamless products were the same  
 15 products that Private Label was buying, correct?  
 16 A. I'm going to answer the question this  
 17 way, because you have asked it several different  
 18 ways.  
 19 There was no product ever purchased by  
 20 Second Skin. There are no purchase orders. What  
 21 was paid to Second Skin by Atateks was payments  
 22 for commissions.  
 23 MR. GRANNIS: Could we go off the  
 24 record for a second.  
 25 (Discussion off the record.)

28

1 C. Dente  
 2 Q. Was Second Skin profitable in 2005?  
 3 A. Yes, it was.  
 4 Q. Do you have any idea of how much money  
 5 it made?  
 6 A. I don't know. I would have to check  
 7 for you.  
 8 MR. GRANNIS: I'll ask that that be checked.  
 9 Q. Do you know if it was profitable in  
 10 2006?  
 11 A. Yes, it was.  
 12 Q. Do you know how much?  
 13 A. I would have to check for you.  
 14 MR. GRANNIS: I'll ask that that information be  
 15 obtained.  
 16 Q. Do you know if it was profitable in  
 17 2007?  
 18 A. We haven't filed a tax return yet,  
 19 so...  
 20 Q. Do you know whether it was profitable,  
 21 though?  
 22 A. To the best of my knowledge, it will  
 23 be.  
 24 MR. GRANNIS: Off the record.  
 25 (Discussion off the record.)

1 C. Dente  
 2 Q. Let's go back to Private Label.  
 3 What types of services -- Private Label  
 4 earned money with respect to its business with  
 5 Atateks; is that correct?  
 6 A. Yes.  
 7 Q. How did it earn money?  
 8 A. We received orders from Target and  
 9 other retailers, but specific to Target we  
 10 received orders from Target.  
 11 Atateks manufactured them. We shipped  
 12 them to Target with a markup.  
 13 Q. Is it fair to say that you generally  
 14 tried to buy the goods for a certain amount from  
 15 Atateks and then sell them for somewhat more to  
 16 Target?  
 17 A. That's correct.  
 18 Q. And was there a set amount of the  
 19 markup?  
 20 A. No.  
 21 Q. And how was the markup determined?  
 22 A. It was really done on a case by case  
 23 basis, depending open the quantity, the time  
 24 period that we would be shipping to Target.  
 25 You know, it really depended on

30

1 C. Dente  
 2 negotiations on both sides. There's not one  
 3 specific formula.  
 4 Q. Can you give me in just an order of  
 5 magnitude -- I'm not trying to pin you down to a  
 6 particular number -- whether or not the -- you  
 7 tended to mark things up 1 percent, 10 percent,  
 8 50 percent? Some general range.  
 9 A. We tried to make anywhere between 8 to  
 10 10 percent, and that's for larger business that  
 11 were manufacturing.  
 12 Q. Is it fair to say that you feel that  
 13 Private Label provided services which merited  
 14 earning 8 to 10 percent on these goods?  
 15 A. Absolutely.  
 16 Q. Can you tell me what types of services  
 17 did Private Label provide to Atateks or what did  
 18 Atateks -- what did Private Label do in this  
 19 process of buying and selling goods?  
 20 A. I just want to be clear about your  
 21 question, because you referenced in the beginning  
 22 of your question -- if it could be read back to  
 23 me -- what services did Private Label provide to  
 24 Atateks.  
 25 Q. Right.

1 C. Dente  
 2 A. So --  
 3 Q. Let me --  
 4 A. I'm not clear as to what really you're  
 5 asking.  
 6 MR. GRANNIS: Let me withdraw --  
 7 MR. BYLER: You gave one question,  
 8 which I thought was confusing, and that's  
 9 why she asked, and then you rephrased it, I  
 10 thought in a better way.  
 11 Why don't you start all over again.  
 12 MR. GRANNIS: Exactly.  
 13 Q. I did recognize and also from your  
 14 facial expression that the question may not have  
 15 been a good one.  
 16 In the course of buying goods from  
 17 Atateks and selling them to Target, Private Label  
 18 did some work; is that fair to say?  
 19 A. Yes.  
 20 Q. Tell me what Private Label did.  
 21 A. We met with Target. We developed the  
 22 product. We had Atateks make samples. There was  
 23 an approval process, and we helped facilitate  
 24 getting the products shipped.  
 25 Q. Did you provide or did you arrange for

32

1 C. Dente  
 2 any type of inspection of goods?  
 3 A. Target inspected the goods. Target  
 4 signs the inspection certificates.  
 5 Q. When does it inspect the goods?  
 6 A. At the FOB point overseas.  
 7 Q. Is it a Target employee that does that?  
 8 A. It is an independent agency that is  
 9 contracted by Target.  
 10 Q. Who is that?  
 11 A. It's part of TSS Services, which is  
 12 Target Sourcing Services.  
 13 Q. Did Basul ever inspect the goods?  
 14 A. There were dual inspections, both Basul  
 15 and Target.  
 16 Q. Did you ever pay Basul to inspect  
 17 goods?  
 18 A. Basul was paid a commission for their  
 19 services of working with Atateks in Turkey, since  
 20 we weren't present in Turkey, but they weren't  
 21 paid specifically, if you're asking me, just to  
 22 inspect goods.  
 23 Q. Who was the commission paid by?  
 24 A. It was included in the price of the  
 25 garment, and it was paid by Atateks.



1 C. Dente  
 2 Q. Let me ask you this: Why would Atateks  
 3 pay someone to inspect its own goods?  
 4 A. I didn't say they paid them to inspect  
 5 goods. I said they were paid a commission.  
 6 I specifically said that what you were  
 7 referencing did not include just inspection of  
 8 goods. It included a range of services.  
 9 Q. What was the range of services?  
 10 A. I think I had described it previously.  
 11 Are you asking my services or Basul?  
 12 Q. I thought you said Basul.  
 13 A. You would have to speak to Basul  
 14 exactly to find out the scope of their services.  
 15 Q. What do you know about the scope of  
 16 their services?  
 17 A. I can speak to the scope of their  
 18 services for us, but not for Atateks.  
 19 Q. You said earlier that Basul was not  
 20 only paid to inspect goods to Atateks, but also  
 21 for a scope of services.  
 22 A. I don't know what those exact scope of  
 23 services are.  
 24 Q. How do you know there was a scope of  
 25 services if you don't know what they are?

34

1 C. Dente  
 2 A. Because they did things other than  
 3 inspect goods.  
 4 Q. How do you know they did things other  
 5 than inspect goods for Atateks?  
 6 A. Because we had daily communications  
 7 with them. They were the liaison between  
 8 ourselves and Atateks, so there were obviously  
 9 other -- there were other services being  
 10 performed.  
 11 Q. I want to make sure that I understand  
 12 precisely what Private Label was doing, so I want  
 13 to go through the different things that you  
 14 referred to briefly.  
 15 I think you mentioned something about  
 16 developing goods. Do I have that term correctly?  
 17 A. Developing product.  
 18 Q. Can you tell me what that means?  
 19 A. Product development.  
 20 Q. And just could you -- I don't know much  
 21 in the fashion business.  
 22 Can you tell me what was involved in  
 23 doing that?  
 24 A. Developing different garments,  
 25 different styles.

1 C. Dente  
 2 Q. Would you design them? What does that  
 3 mean, developing?  
 4 A. Both shopping the marketplace and also  
 5 extracting specific, you know, details and  
 6 creating garments. Yes, it's a product  
 7 development. It's a product of shopping and  
 8 designing.  
 9 Q. Would that also involve, for example,  
 10 saying to Target here is a manufacturer who could  
 11 manufacture this garment you're looking for?  
 12 A. No. It was the responsibility of  
 13 Private Label to source the product wherever they  
 14 felt it was best to be sourced.  
 15 Q. So in other words, is it fair to say  
 16 that once it had -- you had figured out that  
 17 Target wanted to produce -- would want to buy a  
 18 certain garment, you would then figure out what  
 19 manufacturer could produce that garment?  
 20 A. I believe I stated earlier in my  
 21 testimony that we had a list of over a hundred  
 22 factories that we potentially do business with,  
 23 so in order to get competitive pricing, we source  
 24 our things worldwide, and we decide ultimately,  
 25 you know, within the proper time frame where the

36

1 C. Dente  
 2 product's going to be manufactured.  
 3 Q. You referred also to producing product.  
 4 What did you mean by that?  
 5 I thought you said earlier that one of  
 6 the things that -- maybe you said producing  
 7 samples.  
 8 A. I did.  
 9 Q. Producing samples, tell me about that.  
 10 A. I'm not sure what you want to know  
 11 about that.  
 12 Q. Who would produce these samples?  
 13 A. Again, we would get samples from  
 14 multiple factories.  
 15 Q. The factories who produced these  
 16 samples, what would you do with them?  
 17 A. Review them, determine what we felt  
 18 was -- was the best fit for the order.  
 19 Q. Tell me about the approval process.  
 20 A. The approval process included both  
 21 ourselves and Target. Target had to sign off on  
 22 the fit, colors.  
 23 Q. Tell me about product shipment.  
 24 A. I'm not sure what you want to know.  
 25 Q. Just expand. You used two words. You

1 C. Dente  
 2 have to do product shipment. What was the word?  
 3 A. We helped facilitate product being  
 4 shipped.  
 5 Q. What does that mean by facilitating?  
 6 A. When the product was ready to be  
 7 shipped, we helped facilitate whether it was on a  
 8 direct LC basis, Target opening the LC to us,  
 9 delivering it to the forwarder in conjunction  
 10 with the factory or the goods being brought into  
 11 our warehouse, which we used our own forwarder.  
 12 Q. In some cases, Target purchased goods  
 13 directly from Atateks on a letter of credit  
 14 basis; is that correct?  
 15 A. That is correct.  
 16 Q. And other cases Private Label purchased  
 17 goods from Atateks and sold them to Target; is  
 18 that correct?  
 19 A. That is correct.  
 20 Q. If Private Label was an intermediate  
 21 purchaser of the goods, did that affect the work  
 22 that Private Label had to do?  
 23 A. No.  
 24 Q. Did Second Skin provide services to  
 25 Atateks to earn these commissions?

38

1 C. Dente  
 2 A. They were the liaison.  
 3 Q. Who was Second Skin the liaison with or  
 4 between?  
 5 A. I'm not sure what the question is.  
 6 Q. You said that Second Skin was liaison.  
 7 A. Okay.  
 8 Q. Do you understand that being a liaison  
 9 means you're a liaison between two people or two  
 10 companies or something like that?  
 11 A. Yes.  
 12 Q. Who was the Second Skin liaising  
 13 between?  
 14 A. Let me rephrase that.  
 15 It was my relationship with Atateks,  
 16 okay, that was established a long time ago with,  
 17 again, multiple factories around the world, and  
 18 when I was able to generate business for them,  
 19 even when it was manufactured by Private Label,  
 20 there was a commission that was paid to Second  
 21 Skin, but Second Skin was not buying product.  
 22 Q. Did you do any work to earn that  
 23 commission?  
 24 A. My commission was based on my  
 25 relationships.

1 C. Dente  
 2 Q. So does that mean you didn't do any  
 3 work?  
 4 A. The work or the relationships that I  
 5 established in order to earn the commission. It  
 6 was a consulting based company that earned  
 7 commission.  
 8 Q. Can you describe any actual work you  
 9 did to earn those commissions?  
 10 MR. BYLER: Objection to form. Go  
 11 ahead.  
 12 A. It was my relationship that ultimately  
 13 led to orders being placed there.  
 14 Q. This was a relationship with Atateks;  
 15 is that correct?  
 16 A. If that's what you were referencing.  
 17 Are you referencing Atateks specifically?  
 18 Q. I'm talking about the commissions paid  
 19 by Atateks, and you're saying you were being paid  
 20 for your relationship.  
 21 When you refer to your relationship,  
 22 are you referring to your relationship with  
 23 Atateks?  
 24 A. Yes, I am.  
 25 Q. Can you tell me -- when did you develop

40

1 C. Dente  
 2 that relationship?  
 3 A. In 2002, we started doing business with  
 4 Atateks.  
 5 Q. Through Private Label?  
 6 A. Yes.  
 7 Q. Did you develop this relationship with  
 8 Atateks in the course of doing work for Private  
 9 Label?  
 10 A. Could you repeat the question one more  
 11 time? Could she read it back to me?  
 12 MR. GRANNIS: Sure.  
 13 (Question read.)  
 14 A. I had developed a relationship with  
 15 Atateks even prior to them placing any business  
 16 with Private Label.  
 17 Q. When did you develop that relationship  
 18 with Atateks?  
 19 A. We had come in contact with each other,  
 20 I believe, back in 2000, 2001, but we didn't  
 21 start doing business at Private Label until 2002.  
 22 Q. So are you amending your earlier answer  
 23 that you developed a relationship in 2002?  
 24 A. I would have to read -- I would have to  
 25 have my testimony read back to me.



1 C. Dente  
2 MR. GRANNIS: Could you read it back?  
3 (Record read.)  
4 Q. So you are changing your answer that  
5 you developed a relationship in 2002?  
6 A. Private Label developed a manufacturing  
7 relationship during 2002, and I believe when you  
8 did ask me the question, you did ask me to  
9 clarify if I meant myself or Private Label.  
10 May I say something?  
11 Q. Sure.  
12 A. I feel that if you want to ask me a  
13 question you should ask me a direct question,  
14 because you're asking the same question five  
15 different ways, and it's very confusing, so I  
16 just would like to state that for the record.  
17 Q. Sure.  
18 Was Second Skin formed to work with  
19 manufacturers all over the world? Is that your  
20 testimony?  
21 A. Yes.  
22 Q. Do you recognize that document?  
23 A. Yes.  
24 MR. BYLER: Let me state for the  
25 record, this is a declaration in the C&C

1 C. Dente  
2 with international manufacturers in Turkey  
3 specializing in seamless apparel.  
4 Is that statement true?  
5 A. Yes.  
6 Q. Was it formed to work with  
7 international manufacturers in Turkey or  
8 transformed to work with manufacturers worldwide?  
9 A. Worldwide. I believe that was  
10 answering specific as Phil stated to the  
11 complaint that was...  
12 Q. Which international manufacturers in  
13 Turkey is that referring to?  
14 A. Atateks and Orma.  
15 Q. Did it, in fact, work with Orma?  
16 A. Yes, it did.  
17 Q. Did it earn commissions from Orma?  
18 A. Yes, it did.  
19 Q. Are you amending your earlier answer  
20 that the only entities that Second Skin earned  
21 commissions from were Synko and Atateks through  
22 Basul?  
23 A. I believe you were specifically  
24 referring to Atateks at that point.  
25 Q. But in your deposition earlier today,

42  
1 C. Dente  
2 Textile Company Limited versus Private Label  
3 Sourcing, et al, case that was filed in the  
4 Central District of California, and keep in  
5 mind there were allegations in the complaint  
6 in that case that were the concern of  
7 dealing with issues in that case that came  
8 up in the course of the declaration of  
9 Christine Dente.  
10 I also will add for the record the case  
11 was dismissed for lack of jurisdiction.  
12 Q. Ms. Dente, is that your signature on  
13 the last page?  
14 A. Yes, it is.  
15 Q. And did you review this declaration  
16 before you signed it?  
17 A. Yes, I did.  
18 Q. I'll direct your attention to Paragraph  
19 7. You state there, "I formed Second Skin LLC as  
20 a separate entity to undertake entirely different  
21 business than PLSL."  
22 MR. GRANNIS: Let the record reflect  
23 that PLSL is defined earlier as Private  
24 Label.  
25 Q. Quote, Second Skin was formed to work

44  
1 C. Dente  
2 you told me that there were two entities that  
3 Second Skin earned commissions from. You said it  
4 was Atateks through Basul, and you said it was  
5 Synko.  
6 A. I believe I started with Basul, and we  
7 were speaking specifically to Atateks, so I also  
8 received through Basul commissions from Orma.  
9 Q. Are there any other entities that you  
10 received commissions from through Basul, other  
11 than Atateks and Orma?  
12 A. No, no.  
13 MR. BYLER: Just for the record, don't  
14 jump to conclusions about amending or  
15 changing testimony. I think hearing the  
16 testimony -- I think at times it in the  
17 testimony comes down to being specific in  
18 ways and a matter of clarification as  
19 opposed to change or amend, and this was one  
20 last instance where some further detail, I  
21 think, clarified and made more specific the  
22 information being provided.  
23 MR. GRANNIS: Fortunately, a judge will  
24 help us determine that at some point.  
25 Q. What did Orma pay commissions to Second

1 C. Dente  
 2 Skin for?  
 3 A. Apparel that was being shipped.  
 4 Q. Did Private Label purchase that  
 5 apparel?  
 6 A. Yes, it did.  
 7 Q. What did Second Skin receive  
 8 commissions from Synko for?  
 9 A. Ladies' apparel.  
 10 Q. Was that ladies' apparel sold to  
 11 Private Label?  
 12 A. Yes, it was.  
 13 Q. What amount of commissions did Second  
 14 Skin earn from Synko?  
 15 A. I would have to look back and tell you.  
 16 MR. GRANNIS: I'll ask that that be looked into  
 17 and the answer provided.  
 18 Q. What amount of commissions did Second  
 19 Skin earn from Orma?  
 20 A. I would have to look into that also.  
 21 MR. GRANNIS: I'll ask that you do so and provide  
 22 it.  
 23 Q. Would Private Label sometimes issue  
 24 chargebacks to Atateks?  
 25 A. Yes.

46

1 C. Dente  
 2 Q. Did Atateks ever object to a  
 3 chargeback?  
 4 A. Prior to debit notes being written all  
 5 chargebacks were negotiated and agreed upon.  
 6 Whether at the time Atateks received  
 7 them and decided they no longer wanted to pay  
 8 them was a different story, but debit notes were  
 9 not written until negotiations were done and  
 10 chargebacks were agreed upon.  
 11 Q. How were those negotiations done?  
 12 A. Through Basul, as Basul was the liaison  
 13 between ourselves and Atateks, and through their  
 14 representative, Bahar.  
 15 Q. Were they generally done orally or by  
 16 e-mail?  
 17 A. E-mail.  
 18 There were several occasions, though,  
 19 where there were one-on-one meetings to discuss  
 20 them, especially if they were larger.  
 21 Q. Can you describe these negotiations?  
 22 A. I'm not sure what the question is.  
 23 Q. I take it -- is it fair to say that  
 24 sometimes Private Label would indicate that it  
 25 wanted to issue a chargeback in a certain amount;

1 C. Dente  
 2 is that correct?  
 3 A. The chargebacks were generated directly  
 4 from the customer, so the chargebacks came from  
 5 Target.  
 6 Q. Right.  
 7 A. Does that answer your question?  
 8 In other words, Private Label did not  
 9 just generate a chargeback.  
 10 Q. I understand.  
 11 A. Okay.  
 12 Q. Let's say I'm just going to try to take  
 13 a hypothetical figure in order to make it more  
 14 concrete.  
 15 A. Okay.  
 16 Q. Let's say that you get a chargeback  
 17 from Target for \$10,000.  
 18 A. Okay.  
 19 Q. Then at least on some occasions you  
 20 would at that point go to Atateks and say, you  
 21 should be liable for this chargeback of \$10,000  
 22 from Target; is that correct?  
 23 A. Just to educate you, in case your  
 24 client didn't, that we knew about chargebacks  
 25 prior to them being issued by Target, so it was

48

1 C. Dente  
 2 negotiated on a case-by-case basis, and obviously  
 3 when chargebacks were generated, it was by the  
 4 fault of something that the factory had done.  
 5 There's numerous reasons why chargebacks can be  
 6 generated.  
 7 There were times that we chose to  
 8 partner and help Atateks so they did not have to  
 9 absorb the chargeback by themselves, but again,  
 10 that was negotiated on a case-by-case basis, and  
 11 chargebacks were not arbitrarily issued. They  
 12 were spoken about in advance as a debit note was  
 13 issued.  
 14 Q. Was it ever in part the fault of  
 15 Private Label that a chargeback occurred?  
 16 A. Not to my knowledge.  
 17 Q. What are the reasons a chargeback can  
 18 occur?  
 19 A. There could be quality claims, there  
 20 could be late shipments, cancellations, loss of  
 21 sales. To name a few.  
 22 Q. Does Private Label play a role in  
 23 coordinating the ordering and shipment of goods  
 24 to assure that they arrive on time?  
 25 A. Private Label takes the information

1 C. Dente  
2 that's given to them by Target and then passes  
3 that information along to the factories.  
4 Everything is made to order, so we get  
5 our direction directly from the retailer.  
6 Q. After Target places a purchase order,  
7 was there ever a case in which Atateks might  
8 require additional information to complete  
9 manufacturing the goods?  
10 A. I think previous in our testimony in  
11 questions that you asked me, you asked me about  
12 an approval process, so obviously those approvals  
13 are not located on a purchase order sheet.  
14 Purchase order sheet indicates  
15 quantities, other details, labels that are  
16 required, but the approval process happens in  
17 spite of the purchase order that's issued, so if  
18 that's what you're asking me...  
19 Q. Does the approval process always occur  
20 prior to the purchase order issuing?  
21 A. Not necessarily. It's work in  
22 progress.  
23 Q. So there could be some additional  
24 details transmitted after the purchase order  
25 which are necessary to manufacture the goods?

50

1 C. Dente  
2 A. That is correct.  
3 Q. At least in theory, if Private Label  
4 were to drop the ball and not convey certain  
5 information to Atateks, then Atateks couldn't  
6 manufacture the goods on time?  
7 MR. BYLER: Objection to form. Go  
8 ahead.  
9 A. We would be reliant on information  
10 coming from Atateks to submit to Target to  
11 manufacture that product, so if Atateks didn't  
12 supply that information on time, we couldn't get  
13 it to Target on time, and therefore, the ball  
14 would be dropped on the Atateks side.  
15 They have to stay within a time and  
16 action calendar. There were many times that  
17 Atateks fell outside of that time and action  
18 calendar which impacted them producing product.  
19 Q. Would you agree that if Private Label  
20 were a poorly-run, negligent operation -- and I'm  
21 not asking you to say it is. I'm saying if it  
22 were the case -- wouldn't that potentially impact  
23 on getting these goods manufactured on time?  
24 A. I can't comment.  
25 MR. BYLER: Objection to form.

1 C. Dente  
2 Hypothetical to a fact witness. Go ahead.  
3 A. I can't comment on that, because I'm  
4 not sure what a negligently run company would do.  
5 Q. How many chargebacks were there in  
6 rough terms over the course of the years of  
7 relationship that you had with Atateks?  
8 A. I think that's a very specific  
9 question, even though you said roughly. We  
10 manufactured millions of units with Atateks.  
11 Q. Right.  
12 A. It would be unfair for me to guess at  
13 that.  
14 Q. Is it your testimony that with respect  
15 to the chargebacks issued with respect to the  
16 millions of goods --  
17 A. Uh-huh.  
18 Q. -- that Private Label never did  
19 anything that contributed even in part to a  
20 chargeback?  
21 A. I really think that's a very unfair  
22 statement. I think that, you know, a working  
23 relationship, there's partnership, there's all  
24 parties involved.  
25 I think I testified that there were

52

1 C. Dente  
2 times that we chose to partner with Atateks to  
3 contribute to those chargebacks so not one party  
4 had to absorb anything. So I think that what we  
5 do is a human business. There's always issues.  
6 If you're asking me to pinpoint  
7 collectively whose fault it is, I think that's --  
8 I just -- it's -- it's unfair for me. I think we  
9 would have to go case by case.  
10 Q. So are you saying that --  
11 A. I can't answer that question generally.  
12 I would have to answer on a case-by-case basis.  
13 If you gave me a purchase order, you  
14 gave me a chargeback, and you asked me based on  
15 that situation whose fault it was, I would then  
16 be able to answer you.  
17 Q. You testified earlier that in some  
18 cases you, meaning Private Label, shared in the  
19 chargeback.  
20 A. That's correct.  
21 Q. Meaning that effectively Atateks paid  
22 part of the chargeback and Private Label paid  
23 part of the charge?  
24 A. That is correct.  
25 Q. When you made that determination about

1 C. Dente  
 2 whether or not you would -- you meaning Private  
 3 Label would share in the chargeback, did you ever  
 4 consider whether or not Private Label might have  
 5 had some responsibility for the issuance of the  
 6 chargeback?  
 7 A. I considered the whole situation. I  
 8 didn't just consider Private Label.  
 9 Q. Was that a consideration, whether or  
 10 not Private Label might have some fault?  
 11 A. I considered the whole business  
 12 relationship and I -- I considered it on a  
 13 case-by-case basis, depending on the situation.  
 14 Q. When you say you considered it, the  
 15 whole business relationship, did that include  
 16 whether or not Private Label might have had some  
 17 fault or did it exclude that fact?  
 18 A. It included all the circumstances at  
 19 hand.  
 20 Q. And was one of those circumstances  
 21 whether or not Private Label had any fault?  
 22 A. It really depended on the situation.  
 23 Q. So you are unwilling to tell me whether  
 24 or not a fault by Private Label was one of those  
 25 circumstances?

1 C. Dente  
 2 or no?  
 3 A. No, I can't.  
 4 MR. BYLER: We are going for an hour  
 5 and 25 minutes. I mean --  
 6 MR. GRANNIS: I'm happy to take a  
 7 break. Off the record.  
 8 (Recess taken.)  
 9 EXAMINATION CONTINUED  
 10 BY MR. GRANNIS:  
 11 Q. I'm going to show you what's been  
 12 marked as Plaintiff's Exhibit 502.  
 13 (Plaintiffs' Exhibit 501, Declaration,  
 14 marked for identification.)  
 15 (Plaintiffs' Exhibit 502, Commercial  
 16 Invoice, marked for identification.)  
 17 MR. GRANNIS: I'm going to note for the  
 18 record that I previously questioned Ms.  
 19 Dente about a declaration in another action,  
 20 and I failed to note at that time that the  
 21 document had been marked as Plaintiffs'  
 22 Exhibit 501, and so I'm doing so now for the  
 23 record, and now I am handing Ms. Dente a  
 24 document Plaintiffs' Exhibit 502, which  
 25 states commercial invoice at the top.

54  
 1 C. Dente  
 2 MR. BYLER: Objection to form.  
 3 A. No.  
 4 Q. Can you tell me then whether that was a  
 5 circumstance you considered?  
 6 A. I think I did answer the question for  
 7 you. I answered that we had an ongoing,  
 8 long-term business relationship, and I considered  
 9 the situation fairly, all parties being included.  
 10 Q. Let me ask you one more time, and  
 11 you'll tell me whether or not you can answer this  
 12 yes or no.  
 13 When you consider all the circumstances  
 14 in determining whether or not Private Label would  
 15 share in the chargeback, did you consider as one  
 16 of those circumstances whether or not Private  
 17 Label might have been in part to blame for the  
 18 chargeback?  
 19 MR. BYLER: Objection to the form.  
 20 Asked and answered. Ambiguous wording. Try  
 21 to do something with that.  
 22 Q. Can you answer that yes or no?  
 23 A. I believe I did answer the question.  
 24 Q. I'd like you to, but you didn't answer  
 25 with a yes or no. Can you answer it with a yes

56  
 1 C. Dente  
 2 Q. And I will ask, Ms. Dente, if you  
 3 recognize this document.  
 4 A. Yes, I do.  
 5 Q. What is that?  
 6 A. It's a piece of paper that's included  
 7 in all of the commercial documents when goods are  
 8 exported from a country.  
 9 Q. Is there a style number on this  
 10 document?  
 11 A. Yes.  
 12 Q. What is that style number?  
 13 A. 135. I can't see if it says 809 or  
 14 609. I apologize. It's not clear on the copy.  
 15 Q. Who signed that style number? Let me  
 16 clarify the question. Is that a Target style  
 17 number?  
 18 A. It's recognized by both Private Label  
 19 and by Target.  
 20 Q. This shows us, am I right, that Atateks  
 21 manufactured goods with that style number for  
 22 sale to Target; is that correct?  
 23 A. Yes, consigned to Private Label.  
 24 Q. Do you know whether Private Label  
 25 arranged for any other manufacturers, other than

1 C. Dente  
2 Atateks, to make that style number for Target?  
3 A. I would have to check.  
4 Q. In general, were there any cases in  
5 which you, Private Label, had another  
6 manufacturer in addition to Atateks make a  
7 certain style number for Target?  
8 A. I would have to check. I would have to  
9 go back on a case-by-case basis. We manufacture  
10 lots of different styles.  
11 MR. GRANNIS: I'm going to hand the  
12 witness Plaintiffs' Exhibit 503, which  
13 states, "Debit Note 1580" at the top.  
14 (Plaintiffs' Exhibit 503, Debit Note  
15 1580, marked for identification.)  
16 Q. Do you recognize this document, Ms.  
17 Dente?  
18 A. Yes, I do.  
19 Q. What is it?  
20 A. It's a debit note.  
21 Q. Can you explain what a debit note is?  
22 A. It is debiting back to a specific  
23 factory moneys that are owed to Private Label for  
24 various different reasons.  
25 Q. Who is being debited here?

1 C. Dente  
2 to Atateks.  
3 In there is a customer allowance.  
4 There is a difference between the FOB price that  
5 we're going to be paying the factory, Atateks,  
6 and the actual sell price to Target.  
7 Upon shipping the goods, the commercial  
8 invoices are presented to the bank. Atateks is  
9 able to draw down on the LC. Once they receive  
10 those funds, they remit the difference between  
11 the FOB and the actual sell price to Target.  
12 That is the customer allowance.  
13 Q. If you turn to the second page with  
14 respect to Style 121375.  
15 A. Yes.  
16 Q. I'm going to try to explain, because  
17 this is new to me, and you can see if you think I  
18 have it right.  
19 A. Okay.  
20 Q. Private Label agreed that Atateks would  
21 be paid \$4.30 per unit for that style?  
22 A. Correct.  
23 Q. Target paid by letter of credit 4.50  
24 per unit for that style.  
25 A. Correct.

58

1 C. Dente  
2 A. Atateks.  
3 Q. You see a reference on the first page  
4 to customer allowances?  
5 A. Yes.  
6 Q. Can you explain what that refers to?  
7 A. Yes, that's the difference between the  
8 actual FOB and the sell price to Target.  
9 Q. What's the actual FOB?  
10 A. The actual price paid to Atateks for  
11 the manufacturing of the goods.  
12 Q. Was this actual amount paid by Target?  
13 A. Rephrase the question. Which actual  
14 amount?  
15 Q. You said that the FOB --  
16 A. Yes.  
17 Q. -- was the actual price paid to  
18 Atateks.  
19 A. Correct. Maybe I should explain  
20 customer allowance to you. Maybe --  
21 Q. Please.  
22 A. So there's a style that's manufactured  
23 for Target. There was an agreed upon sell price  
24 between Private Label and Target. A letter of  
25 credit is opened by Target to Basul, transferred

60

1 C. Dente  
2 Q. The allowance is the 20 cents  
3 difference between 4.50 and 4.30?  
4 A. Correct.  
5 Q. And Private Label was entitled to that  
6 difference?  
7 A. Correct.  
8 Q. So with respect to this debit note and  
9 the goods reflected in this debit note, Private  
10 Label earned \$61,722,51, which is reflected on  
11 the first page.  
12 A. That is not correct, because there's  
13 also a charge on here for QC charges. That was  
14 not money that was made by Private Label that was  
15 collected by Target, so you would have to back  
16 out your QC charges.  
17 Q. Fair enough.  
18 With respect to this debit note and  
19 with respect to these goods, Private Label earned  
20 \$55,479.70?  
21 A. That was the customer allowance, yes.  
22 Q. Did Private Label earn any other money  
23 with respect to these goods?  
24 A. Yes. They bill Target 8 percent.  
25 Q. Turning to the second page again.

1 C. Dente  
2 So at some point you entered into a  
3 deal with Atateks that Atateks would be paid  
4 \$4.30 a unit for that style number?  
5 A. Purchase orders were issued. Our  
6 business is done on purchase orders, purchase  
7 order basis. There are no contracts. There are  
8 no deals. Everything is cut to order. We issue  
9 purchase orders.  
10 Q. At the time that you would issue this  
11 purchase order, would you tell Atateks how much  
12 Target was going to be paying for the garment?  
13 A. Yes, there was a rider that was  
14 attached to the purchase order.  
15 Q. It would state in this case that Target  
16 was going to be paid 4.50 per unit?  
17 A. Correct, correct. You also have to  
18 acknowledge that the LC was open to Basul and  
19 transferred to Atateks, so Atateks was always in  
20 full control of all the money. The money did not  
21 pass through Private Label.  
22 Q. The 8 percent you were referring to,  
23 was that the 8 percent of the FOB or the LC  
24 price?  
25 A. Of the LC price.

1 C. Dente  
2 can be done anywhere.  
3 Q. Does Second Skin own any equipment?  
4 A. No.  
5 Q. Does it have any phone lines?  
6 A. Yes.  
7 Q. What phone line is that?  
8 A. That's my cell phone.  
9 Q. What about Nilda? Is there a phone for  
10 Nilda?  
11 A. Are you asking is there a phone line  
12 specifically registered to Second Skin or in the  
13 name of Second Skin?  
14 Q. Correct.  
15 A. No.  
16 Q. Does Nilda use a computer?  
17 A. She uses a laptop.  
18 Q. Who is that computer owned by?  
19 A. She has more than one laptop, so she  
20 works from home from the laptop. She works from  
21 the office sometimes on a laptop. We travel with  
22 our laptops.  
23 Q. When you refer to the office, are you  
24 referring to the offices of Private Label?  
25 A. I'm referring to any office that we go

62

1 C. Dente  
2 Q. When did Nilda start working for Second  
3 Skin?  
4 A. I would have to check the exact date.  
5 I don't know off the top of my head.  
6 Q. Can you give me something approximate?  
7 A. Within the past year.  
8 Q. So that means you believe sometime  
9 since June of 2007?  
10 A. Correct.  
11 Q. When did she stop working for Private  
12 Label?  
13 A. It would have been at the same time.  
14 Q. Prior to Nilda working for Second Skin,  
15 did anybody assist you with respect to your work  
16 for Second Skin?  
17 A. No.  
18 Q. Where is Second Skin located?  
19 A. The physical address when the company  
20 was registered was 935 Sedgewick Court,  
21 Westfield, New Jersey 07090.  
22 Q. Where has the business of Second Skin  
23 been conducted?  
24 A. Well, because it's a consulting based  
25 business, and I am really the business, business

64

1 C. Dente  
2 to. Target offices, her home.  
3 Q. When she is here in New York City, does  
4 she ever work at Private Label's offices?  
5 A. Yes, she does.  
6 Q. Does Second Skin pay any rent to  
7 Private Label for that?  
8 A. No.  
9 Q. Could you please describe the offices  
10 of Private Label? One room? Several rooms?  
11 A. It's one large, open room with three --  
12 two individual offices within the large open  
13 room.  
14 Q. Does Nilda work at an individual office  
15 or does she work in the open area?  
16 A. Nilda works everywhere. I mean,  
17 it's -- it's -- that's a very ambiguous question.  
18 Q. Does she have a desk that's her desk?  
19 A. Yes, she does.  
20 Q. Is that located in the big open area or  
21 in one of the two rooms?  
22 A. She works in both areas. She works in  
23 a desk and open area, and she also works in my  
24 private office.  
25 Q. The desk in the open area, is that



1 C. Dente  
2 considered her desk?  
3 A. Yes, it is.  
4 Q. How long has she been -- has that been  
5 her desk?  
6 A. I'm not sure what the question is.  
7 Q. It's her desk today, right?  
8 A. Yes.  
9 Q. She has a desk today?  
10 A. Right. It was her desk yesterday.  
11 Q. If we take it back into prior  
12 yesterdays --  
13 A. I'm sure where you're leading with the  
14 question, and I can't answer the question because  
15 I don't know what the question is.  
16 Q. Your job is not to understand where the  
17 question's leading, just to answer them. You  
18 understand --  
19 A. I don't understand the question.  
20 Q. We know it was her desk today. We know  
21 it was her desk yesterday. When did it begin  
22 being her desk?  
23 A. I would have to check on that for you.  
24 If this is not a memory test, I couldn't give you  
25 an exact day, a specific time, a year. I would

1 C. Dente  
2 Q. A general office?  
3 A. Yes.  
4 Q. If you wanted to reach her on a land  
5 line when she was working at --  
6 A. You would call -- you would call the  
7 main number, and you could be transferred to her.  
8 Q. Does Nilda receive mail in the course  
9 of her duties for Second Skin?  
10 A. I assume from time to time.  
11 Q. Where does she receive that mail?  
12 A. Again, be specific. What mail? I  
13 mean, mail is a very general...  
14 Q. Business related mail relating to  
15 Second Skin.  
16 A. What business?  
17 Q. Second Skin. Second Skin does  
18 business, right?  
19 A. I receive mail for Second Skin.  
20 Q. She doesn't review any mail to Second  
21 Skin?  
22 A. No.  
23 Q. Where does the mail that you  
24 received -- where is that received?  
25 A. It's received at multiple locations,

66  
1 C. Dente  
2 have to check.  
3 Q. Has she ever had a different desk?  
4 A. Yes, she has. The business that we do  
5 can be done from anywhere. It's not specific to  
6 a desk or an office, a city, a state, a country.  
7 Q. What's Nilda's phone number, her office  
8 phone number?  
9 A. Her office phone number?  
10 Q. Right.  
11 A. Well, we just established that she  
12 didn't have a number that was registered to  
13 Second Skin.  
14 Q. What number --  
15 A. She uses her own personal cell phone.  
16 Q. Did you ever call her on a land line?  
17 A. Depending on where she is. I call her  
18 at her home. I call her at multiple places.  
19 Q. If she's working at the offices of  
20 Private Label, is there a land line there that  
21 she will pick up?  
22 A. Yeah. There's -- if she was in the  
23 office, yes.  
24 Q. Is there a specific number for her?  
25 A. There's a general office number.

68  
1 C. Dente  
2 again the 935 Sedgewick Court. It could be  
3 received at 597 Broadway.  
4 Q. Is there a Second Skin e-mail account?  
5 A. Yes, there is.  
6 Q. Does Nilda have an e-mail address at  
7 Second Skin?  
8 A. Yes, she does.  
9 Q. Do you have one?  
10 A. Yes.  
11 Q. Does anybody else have one?  
12 A. I would have to check on that. I don't  
13 think so.  
14 Q. Turning back to Exhibit 503, I  
15 apologize. I'm asking a question twice, but what  
16 are QC charges?  
17 A. Quality inspection charges, when goods  
18 are checked for quality.  
19 Q. This is a cost that Private Label  
20 incurred and is now charging back to Atateks; is  
21 that right?  
22 A. Correct. That's an agreed upon way of  
23 doing business with all our factories.  
24 Q. Who did you pay this amount to?  
25 A. It's actually deducted from open

1 C. Dente  
2 invoices that are owed to Private Label and then  
3 debited back to the factories, specific factories  
4 by style. A general way and industry standard  
5 way of doing business.

6 Q. Did Target deduct that amount from the  
7 amount that it paid?

8 A. Target deducts the amount in different  
9 ways. I can either deduct it from Private Label  
10 open invoices or sometimes it's deducted from LC,  
11 open LCs.

12 Q. I'm just trying to clarify.

13 This was money in effect that Target  
14 initially charged?

15 A. If it appears on a debit note, then it  
16 was debited from a Private Label invoice and then  
17 debited back to the specific factory.

18 Q. It would have been debited by Target;  
19 is that correct?

20 A. That is correct.

21 Q. Would there be underlying documentation  
22 with respect to that?

23 A. Absolutely, yes.

24 MR. GRANNIS: Off the record.

25 (Discussion off the record.)

70

1 C. Dente  
2 MR. GRANNIS: I'm going to show the  
3 witness Plaintiffs' Exhibit 504, bearing  
4 Bates numbers D 590 through D 600, entitled,  
5 "Invoice 1609."

6 (Plaintiffs' Exhibit 504, Documents  
7 Bearing Bates Nos. D 590 through D 600  
8 marked for identification.)

9 Q. Do you recognize this document, Ms.  
10 Dente?

11 A. It's the same document you showed me  
12 before.

13 Q. Meaning it's the same type of document?

14 A. Correct.

15 Q. Let me ask you this: You see on Page  
16 592 there -- do you see the Bates number on the  
17 bottom right?

18 A. Bates?

19 Q. It's called -- just this is lawyer  
20 talk, Bates, B-A-T-E-S, is a lawyer's fancy term  
21 basically for when we put a number on a document,  
22 so I may refer to that.

23 MR. BYLER: Actually, there was a Mr.  
24 Bates who devised this. Okay?

25 MR. GRANNIS: Right.

1 C. Dente

2 Q. Do you see the document that says 592  
3 at the bottom?

4 A. Yes.

5 Q. Does 592 relate to Page 590?

6 A. I'm not sure what the question is.

7 Q. We got these documents from your  
8 counsel.

9 A. Okay.

10 Q. And they often -- I don't think they  
11 were stapled. I mean that as no criticism.  
12 That's very common, but we used our best  
13 judgments as to what documents to staple together  
14 because they seem to relate to each other.

15 A. Okay.

16 Q. So we stapled these documents together,  
17 but I don't know if they're really related.

18 Is 592 related to 590? Is it a type of  
19 backup to 590 or have I just stapled together  
20 documents that should be separate?

21 A. I don't know. I need time to go  
22 through and specifically marry and match, and I  
23 don't know.

24 If you're telling me that you attached  
25 it, obviously you had good reason to attach it.

72

1 C. Dente

2 Q. No, I don't necessarily know a lot  
3 about the documents.

4 Maybe what I can ask you to do is, if  
5 you wouldn't mind, when you are on lunch break,  
6 maybe take a few minutes to see if there's any  
7 connection between those documents.

8 MR. GRANNIS: I'm handing the witness  
9 Plaintiffs' Exhibit 505, which bears the  
10 title "Invoice 1630," and Bates Nos. D 548  
11 through D 551.

12 (Plaintiffs' Exhibit 505, Documents  
13 Bearing Bates Nos. D 548 through 551 marked  
14 for identification.)

15 Q. Do you recognize this document, Ms.  
16 Dente?

17 A. Yes, I do.

18 Q. What is this?

19 A. It's the same document we have been  
20 discussing three times in a row.

21 Q. One of them is entitled "Invoice," the  
22 one you're looking at now, and Exhibit 503 was  
23 entitled "Debit Note"?

24 A. I need 503 again.

25 This was a change that actually was



1 C. Dente  
 2 initiated by Atateks, that they preferred to have  
 3 the correct title of this document noted as  
 4 invoice as opposed to debit note for their own  
 5 banking purposes.  
 6 Q. Fair enough.  
 7 From your perspective, the debit note  
 8 where we see these types of documents, and it  
 9 says debit notes versus invoice, they're really  
 10 just the same thing?  
 11 A. That is correct.  
 12 Q. Ocean freight charges are being charged  
 13 back to Atateks by Plaintiffs' Exhibit 505; is  
 14 that correct?  
 15 A. That's correct.  
 16 Q. How would this have come about, that  
 17 they would have been charged for ocean freight  
 18 charges?  
 19 A. Well, this particular situation happens  
 20 to stick out in my mind, that we had several  
 21 occasions in the year of 2006 where we had orders  
 22 that were supposed to be shipped on a direct LC  
 23 basis, okay, meaning the LC was open to Basul,  
 24 transferred to Atateks.  
 25 Atateks was not able to fulfill their

74

1 C. Dente  
 2 delivery obligation, so the letter of credit had  
 3 to be cancelled, and the goods have to be -- had  
 4 to be brought through our warehouse.  
 5 When goods are shipped on a direct LC  
 6 basis, Target is responsible for the sea freight.  
 7 If in fact we have to change the terms and the  
 8 goods are brought through our warehouse, we then  
 9 in turn would charge Atateks back for the sea  
 10 freight. It would become their responsibility to  
 11 move the freight to get it to us.  
 12 Q. I'm going to show you Plaintiffs'  
 13 Exhibit 506, titled "Invoice 1631," bearing Bates  
 14 Nos. 542 through 545.  
 15 (Plaintiffs' Exhibit 506, Documents  
 16 Bearing Bates Nos. 542 through 545 marked  
 17 for identification.)  
 18 Q. And is this essentially the same  
 19 document as you were just looking at in  
 20 Plaintiffs' Exhibit 505?  
 21 MR. BYLER: When you say the same kind  
 22 of document --  
 23 MR. GRANNIS: Same kind of document.  
 24 A. Yes, the same kind of document.  
 25 Q. Were the circumstances for charging

1 C. Dente  
 2 ocean freight charges the same in this case as  
 3 the previous exhibit?  
 4 A. I would have to check on a case-by-case  
 5 basis.  
 6 When I answered the question for you  
 7 before, I said I remember that there were several  
 8 occasions within the time of the year of 2006  
 9 where Atateks was not able to fulfill their  
 10 obligations on a direct LC base, and we had to  
 11 bring goods to the warehouse.  
 12 If you would want me to check invoice  
 13 by invoice, I could do that.  
 14 MR. GRANNIS: I'm going to show the  
 15 witness Plaintiffs' Exhibit 507. Off the  
 16 record.  
 17 (Discussion off the record.)  
 18 (Plaintiffs' Exhibit 507, Documents  
 19 Bearing Bates Nos. 535 through 539 marked  
 20 for identification.)  
 21 MR. GRANNIS: I'm handing the witness  
 22 Plaintiffs' Exhibit 507, which is titled,  
 23 "Debit Note 1632" bearing Bates Nos. 535  
 24 through 539.  
 25 Q. Ms. Dente, this is another debit note

76

1 C. Dente  
 2 of the type we've seen before, correct?  
 3 A. Yes.  
 4 Q. In this case, expediting charges from  
 5 Target are being charged back to Atateks,  
 6 correct?  
 7 A. Appears that way.  
 8 Q. Do the remaining pages of this document  
 9 reflect these expediting charges shown on the  
 10 first page of the document?  
 11 A. It seems to be that way, if you look at  
 12 comments, vendor pays negotiated expediting  
 13 charges per deviation.  
 14 Q. Do you have any recollection or general  
 15 understanding as to why Atateks was being charged  
 16 expediting?  
 17 A. They were obviously late.  
 18 Q. Do you know whether or not there was  
 19 any type of e-mail negotiation which preceded the  
 20 issuance of this debit note?  
 21 A. I would have to check for you, but I  
 22 believe that I testified earlier that all  
 23 chargebacks were negotiated prior to debit notes  
 24 being issued.  
 25 Q. Was that the case even through 2007?

1 C. Dente  
 2 A. Yes.  
 3 MR. BYLER: Just objection to the form.  
 4 2007? Do you mean 2007?  
 5 Q. Do you have any recollection that debit  
 6 notes were issued as late as April 2007?  
 7 A. I would have to check.  
 8 MR. GRANNIS: I am showing the witness  
 9 what has been marked as Plaintiffs' Exhibit  
 10 508, titled "Debit Note 1634," with Bates  
 11 No. 857 through 858.  
 12 (Plaintiffs' Exhibit 508, Documents  
 13 Bearing Bats Nos. 857 through 858 marked for  
 14 identification.)  
 15 Q. Ms. Dente, this is another debit note  
 16 of the type we have seen before, correct?  
 17 A. That is correct.  
 18 Q. You see it states that new store  
 19 discount. Do you see that?  
 20 A. Yes.  
 21 Q. Could you tell me what a new store  
 22 discount is?  
 23 A. When Target opens a new store, we  
 24 agreed to a certain amount of goods of a master  
 25 purchase order that we're manufacturing to be

1 C. Dente  
 2 way. It's standard industry practice.  
 3 Q. Was it common for Target to impose this  
 4 new store discount?  
 5 A. Yes.  
 6 Q. Do you know when Atateks's goods were  
 7 first sold at a new store and, therefore,  
 8 discounted?  
 9 A. I have no idea. I would have to check.  
 10 Q. This new store discount chargeback is  
 11 being issued in November of 2006.  
 12 A. Okay.  
 13 Q. Correct?  
 14 A. That's what it looks like.  
 15 Q. At this point, Private Label has been  
 16 doing business with Atateks for three or four  
 17 years?  
 18 A. Since, I think we established, around  
 19 2002.  
 20 Q. So that's about four years?  
 21 A. Uh-huh.  
 22 Q. And there have been hundreds of  
 23 thousands or millions -- have to be millions of  
 24 garments?  
 25 A. Yes, millions.

78

1 C. Dente  
 2 delivered for that new store set, so the day the  
 3 doors open, obviously there was no product  
 4 ordered specifically, so they add on to product  
 5 that was already been ordered so they have goods  
 6 to open the new store, and they ask for a  
 7 discount for them.  
 8 MR. GRANNIS: Would you read that back?  
 9 (Answer read.)  
 10 Q. Ms. Dente, I'm not sure I understood.  
 11 If there was a purchase order for, say,  
 12 10,000 garments, and this new store opens up --  
 13 A. Okay.  
 14 Q. -- would some of those 10,000 garments  
 15 be directed to the new store or are you saying  
 16 that you would add to the number of garments  
 17 reflected in the purchase order?  
 18 A. We would create a separate purchase  
 19 order and add to it.  
 20 Q. Would the separate purchase order  
 21 reflect this discount?  
 22 A. I don't know. I would have to check.  
 23 Q. When did you first encounter with  
 24 Target this new store discount policy?  
 25 A. They have always done business that

80

1 C. Dente  
 2 Q. Do you think it's possible that the  
 3 first time that they -- that Target imposed the  
 4 new store discount on goods by Atateks was  
 5 November 2006?  
 6 A. I would have to check. I don't think  
 7 it would be possible, but I would have to check,  
 8 since we had been doing business, as you said,  
 9 for four years.  
 10 Q. We have not been able to locate any  
 11 chargeback to Atateks with respect to a new store  
 12 discount until November of 2006.  
 13 A. It is possible. Like I said, I would  
 14 have to check. It's possible that none of the  
 15 styles that were being manufactured by Atateks  
 16 were chosen for the new store openings, as I told  
 17 you that Target on a case-by-case basis, as they  
 18 determine they are going to be opening new  
 19 stores, go back and issue additional goods  
 20 against master purchase orders that have been  
 21 opened, so could have been that another vendor's  
 22 styles were chosen for the new store opening.  
 23 Q. Is it possible that Target did impose  
 24 new store discounts before on Atateks's goods,  
 25 but you simply didn't charge them back to

1 C. Dente  
 2 Atateks?  
 3 A. I would really have to check, Eric. I  
 4 mean, really in fairness, again --  
 5 Q. How would you check?  
 6 A. Have to go back and check the debit  
 7 notes that we have on file.  
 8 Q. How would you check whether or not  
 9 Atateks's goods had previously been subject to a  
 10 new store discount?  
 11 A. Because if it had been, a debit note  
 12 would have been issued, and it would state such.  
 13 Q. How do you know it's not possible that  
 14 they were subject to a new store discount, but  
 15 you just didn't charge it back because you viewed  
 16 it as Private Label's responsibility?  
 17 A. Can I pose another question?  
 18 Do you have debit note purchase orders  
 19 dating back to 2002? In fairness, the reason I'm  
 20 saying -- I think we're both talking about a  
 21 subject that we may not have documents to review,  
 22 so if you would like a specific answer to that  
 23 question, we absolutely can check, because  
 24 everything is kept on file.  
 25 MR. GRANNIS: I would appreciate your checking

82

1 C. Dente  
 2 and seeing if there are any new store discount  
 3 chargebacks prior to November 2006.  
 4 THE WITNESS: Okay.  
 5 MR. GRANNIS: And if in fact Target  
 6 imposed any new store discounts with respect  
 7 to goods manufactured by --  
 8 THE WITNESS: I can absolutely do that.  
 9 MR. GRANNIS: Irrespective of whether  
 10 or not you charged them back to Atateks.  
 11 THE WITNESS: Okay, that's fine.  
 12 Q. What does tank test refer to here?  
 13 A. I would have to assume since that's not  
 14 my handwriting that it must have been a test  
 15 order that was ordered for a new store.  
 16 Q. Could you explain what that means, a  
 17 test order?  
 18 A. From time to time Target, as opposed to  
 19 bulk ordering or ordering a large quantity up  
 20 front, chooses to test certain styles to see the  
 21 validity or the magnitude.  
 22 Q. And by that do you mean sort of whether  
 23 consumers will actually buy them and how much?  
 24 A. Yes, that's correct.  
 25 Q. You mentioned that a purchase order

1 C. Dente  
 2 would be issued with respect to this order for  
 3 goods for the new store, correct?  
 4 A. Correct.  
 5 Q. And I think you said you weren't sure  
 6 whether or not the price would reflect the  
 7 discount.  
 8 A. That is correct or the terms. I don't  
 9 know if the terms, because there is a part for  
 10 terms on our purchase orders.  
 11 Q. When the purchase order was issued or  
 12 prior to that point, would Atateks be advised  
 13 that a new store discount was going to be imposed  
 14 upon it with respect to these goods?  
 15 A. As I stated previously, it's an  
 16 industry standard, not just with Target, but most  
 17 large mass market retailers as they're opening  
 18 new stores in order to facilitate getting product  
 19 in there -- a product in there quickly when they  
 20 don't know an exact store opening, there are  
 21 discounts that are -- that are negotiated up  
 22 front, so yes, it's an industry standard. It's  
 23 not anything that would come as a surprise.  
 24 Q. Would the purchase order state that  
 25 these goods were being purchased for a new store?

84

1 C. Dente  
 2 A. I just told you I would have to see a  
 3 purchase order. I couldn't answer that off the  
 4 top of my head.  
 5 Q. How can you be sure that Atateks was in  
 6 fact told that the goods it was manufacturing  
 7 were going to go to a new store?  
 8 A. It would have to somewhere reference  
 9 it, but you're asking me would it be on the  
 10 purchase order. You also asked me would it be on  
 11 e-mail, how it would be communicated. I'm  
 12 telling you I would have to check.  
 13 MR. GRANNIS: I'm going to call for the  
 14 production of documents which would establish  
 15 that in fact it was indeed communicated to  
 16 Atateks that a new store discount would be  
 17 imposed upon it.  
 18 Let me just finish this. Or that  
 19 these goods were in fact being ordered for a new  
 20 store, and I will advise you by letter of all of  
 21 the chargebacks reflected in the records for new  
 22 stores to back up that document production.  
 23 Q. You were going to say?  
 24 A. You're going to advise us by letter.  
 25 Could you state -- you're going to advise us by

1 C. Dente  
2 letter of what?  
3 Q. Advise you by letter of the chargebacks  
4 which, like this, refer to new stores.  
5 A. I thought you told me you were only  
6 able to locate one.  
7 Q. This was the first one that I was able  
8 to locate.  
9 A. So it's the first one. It's not the  
10 only one you were able to locate?  
11 Q. Correct. There are others which are  
12 later.  
13 A. Okay.  
14 Q. And to be frank when -- I think you  
15 know where I'm going with this.  
16 A. I don't. That's why I'm trying to --  
17 I'm trying to help you, because I really don't  
18 know. I mean, of all the points, I don't know  
19 why this is a point.  
20 Q. One issue is that obviously we want to  
21 make sure that Atateks was aware before it  
22 manufactured the goods --  
23 A. Okay.  
24 Q. -- that a new store discount would be  
25 imposed on it.

1 C. Dente  
2 for identification.)  
3 THE WITNESS: Can we actually go back  
4 to the previous exhibits for a minute. You  
5 showed me for the new store? Just the one  
6 for the new store you previously showed. I  
7 think it was the one right on top.  
8 MR. GRANNIS: That's it.  
9 MR. BYLER: 508.  
10 THE WITNESS: Okay. I just want to  
11 note for the record that these chargebacks  
12 don't even pertain to Atateks. It pertains  
13 -- that was crossed out, and actually  
14 pertains to a different factory, which is  
15 Orma.  
16 MR. GRANNIS: That's very helpful to  
17 know. Thank you.  
18 MR. BYLER: In your testimony you're  
19 referring to both Plaintiffs' Exhibit 508  
20 and 509.  
21 THE WITNESS: That's correct.  
22 So to clarify for you also how we would  
23 know that, it would be referenced by the  
24 purchase order number and the style number  
25 to determine which factory it applies to

86  
1 C. Dente  
2 You would agree, would you not, it  
3 would only be fair that Atateks would know some  
4 way that it was going to be subject to the  
5 discount?  
6 A. Absolutely, and what I wanted to  
7 contribute before is that, in addition to our  
8 purchase orders that are issued to Atateks, they  
9 also received a copy of what's considered the  
10 Target commit, which is another word for purchase  
11 order for Target, and it clearly states on the  
12 columns there when there's a new store order, but  
13 the point I was trying make in all of the charges  
14 of chargebacks, Eric, this is really so minimal  
15 in the realm of things, but we -- we can pursue  
16 it.  
17 Q. Our clients like to see us fighting for  
18 every dime.  
19 A. And you should.  
20 MR. GRANNIS: I am handing the witness  
21 Plaintiffs' Exhibit 509, entitled, "Debit  
22 Note 1635" bearing Bates Nos. 841 through  
23 856.  
24 (Plaintiffs' Exhibit 509, Documents  
25 Bearing Bates Nos. 841 through 856 marked

88  
1 C. Dente  
2 from the Target paperwork.  
3 Q. Could I ask you to look at Page 843 of  
4 Plaintiffs' Exhibit 509.  
5 How would you determine from this to  
6 whom to attribute this new store discount?  
7 A. I'm going to go to the previous page,  
8 because there may be a master page.  
9 Okay, it has on the very first page  
10 where says Target stores chargeback on Page No.  
11 842, it says, "Department 18, July '06, new store  
12 discount 7/19 to 7/23."  
13 Q. I'm sorry. How would this tell you  
14 which manufacturer to attribute this chargeback  
15 to?  
16 A. Because of the department, okay, and  
17 because of the July new store, we would know  
18 whatever new store items we were producing during  
19 that time period for Department 18.  
20 There's also a vendor number on here,  
21 and I would have to check again, not knowing  
22 anything off the top of my head, but not only do  
23 we have a vendor number, but so do the factories  
24 have vendor numbers.  
25 MR. GRANNIS: I'm going to show the

1 C. Dente  
2 witness Plaintiffs' Exhibit 510, which is a  
3 document titled, "Debit Note 1642" with  
4 Bates Nos. 829 to 838.  
5 (Plaintiffs' Exhibit 510, Document  
6 Bearing Bates Nos. 829 through 838 marked  
7 for identification.)  
8 Q. With respect to the first amount  
9 charged here, 179.31, can you tell me what that  
10 is about?  
11 A. Target -- you are talking about this  
12 first line, Target PO fill rate?  
13 Q. Correct.  
14 A. And revised -- wait. Target fill rate  
15 revised and carton shortage. That means that we  
16 short shipped. Target transmits an EDI which is  
17 electronically transferred, and then we are  
18 responsible for inputting the exact number of  
19 cartons that are to be shipped.  
20 If we're not mirroring what they  
21 ordered, they then impose a discount or a  
22 chargeback for short shipping.  
23 Q. Does that mean that they didn't get the  
24 quantity of goods which we told them we were  
25 giving them?

1 C. Dente  
2 the details later.  
3 For example, they could charge us back  
4 for expediting when it was agreed that they were  
5 going to absorb the expediting, because we're  
6 forced to use Target's forwarders, if they prepay  
7 something, they find out the details later, so it  
8 could be -- it could very well be that once they  
9 find out the details that the department agreed  
10 to pay for it, and then the chargeback would be  
11 reversed, but they would automatically deduct it  
12 from us.  
13 Q. Would you sometimes dispute or  
14 negotiate a chargeback after they issued you  
15 documentation or would that always occur prior to  
16 documentation?  
17 A. It varied.  
18 MR. GRANNIS: I'm going to show the  
19 witness Plaintiffs' Exhibit 511, entitled  
20 "Invoice 1644" bearing Bates Nos. 820  
21 through 822.  
22 (Plaintiffs' Exhibit 511, Documents  
23 Bearing Bates Nos. 820 through 822 marked  
24 for identification.)  
25 Q. If you turn to Page 821, it says at the

90

1 C. Dente  
2 A. That is correct. We do advanced ship  
3 notices.  
4 Q. Kindly turn your attention to Page D  
5 837. Do you see that it says dispute and then  
6 absorbed?  
7 A. Yes.  
8 Q. Could you tell me what that would refer  
9 to?  
10 A. I have no idea. It's not my  
11 handwriting.  
12 Q. Do you know whose handwriting that is?  
13 A. No, I don't.  
14 Q. Did you ever negotiate or dispute  
15 chargebacks imposed by Target?  
16 A. Absolutely.  
17 Q. That's if you felt that they were  
18 unjustified; is that correct?  
19 A. That's correct.  
20 Q. Can you remember any particular  
21 circumstances in which you felt they were  
22 unjustified?  
23 A. I mean, as to a specific circumstance?  
24 No, but generally speaking, there are many times  
25 that a retailer takes a discount and finds out

92

1 C. Dente  
2 top Basul Textile Limited. Do you see that?  
3 A. Yes.  
4 Q. This is a documentation from Target;  
5 isn't that right?  
6 A. Yes.  
7 Q. So is this a chargeback from Target?  
8 A. It is a chargeback from Target.  
9 Q. Does this suggest that Basul Textile  
10 Limited is in fact the vendor for these goods?  
11 A. Basul is listed as the vendor. As I  
12 explained to you before, the letter of credit are  
13 open to Basul and then transferred to the  
14 specific factory that's going to manufacture the  
15 product, so Basul's vendor number is attached to  
16 specific factories' vendor numbers, but Basul was  
17 not a manufacturer of product. They are not a  
18 factory.  
19 Q. Does this document mean that with  
20 respect to the goods at issue here those goods  
21 were sold by letter of credit?  
22 A. I would have to double confirm the  
23 terms on here or -- not the terms, but the  
24 terminology, but if you look at the very bottom,  
25 it says to Basul Textile Limited FLC. I don't

1 C. Dente  
2 know if that means first letter of credit, so it  
3 is possible.  
4 Again, you have to explain that it's --  
5 everything is attached. There's an attachment  
6 from Private Label to Basul, from Basul to their  
7 specific factories, so all the vendor numbers are  
8 attached.  
9 Q. I think I can state better the question  
10 I'm trying to get at.  
11 A. Okay.  
12 Q. On some occasions, Private Label  
13 purchased goods from Atateks and sold them to  
14 Target?  
15 A. Correct.  
16 Q. And I'm going to say in those cases,  
17 just to establish terminology, that Private Label  
18 was an intermediate purchaser. I just mean that  
19 Private Label --  
20 A. No, no.  
21 Q. -- purchased the goods from Atateks and  
22 then sold the goods to Target.  
23 A. I think it's just a matter of  
24 semantics, because everything was made to order  
25 for Target. It was ordered on Target's behalf.

94

1 C. Dente  
2 Q. I just want to distinguish between  
3 those cases where goods went directly from either  
4 Atateks or Basul to Target and ones where they  
5 went through Private Label.  
6 Can you come up with a terminology for  
7 me to describe the circumstances in which goods  
8 go through Private Label?  
9 A. Warehouse goods versus direct LC goods.  
10 Q. Does the fact that it says Basul  
11 Textile Limited mean that these were direct LC  
12 goods?  
13 A. Not necessarily. I would have to check  
14 for you, because even when we brought goods  
15 through our warehouse, it's mandatory for Target  
16 to know where we are manufacturing our product,  
17 because as I stated before, they inspect it.  
18 MR. GRANNIS: I'm going to hand the  
19 witness Plaintiffs' Exhibit 512, bearing  
20 Bates Nos. 764 through 784, with the title  
21 "Debit Note 1654."  
22 (Plaintiffs' Exhibit 512, Documents  
23 Bearing Bates Nos. 764 through 784 marked  
24 for identification.)  
25 Q. Can you tell me what this means when it

1 C. Dente  
2 talks about the improper loading of import  
3 containers?  
4 A. When business is done on a direct LC  
5 basis, containers are delivered to the factory to  
6 be loaded, so the factory's responsible for  
7 loading the containers, and then the containers  
8 are picked up and brought back to the forwarder.  
9 So in this case what it implies is that  
10 the containers were loaded improperly. They  
11 could have maybe not be full container loads, and  
12 they were supposed to be full container loads,  
13 could mean that there were mixed styles within  
14 the containers, improper packing lists. Can mean  
15 a whole host of things, but the containers were  
16 not packed correctly.  
17 Q. With respect to Atateks, what factory  
18 of Atateks were goods picked up from?  
19 A. Both their Turkey factories and their  
20 Jordan factories.  
21 Q. With respect to the obligation of  
22 Atateks to deliver goods in a timely fashion, am  
23 I correct in thinking that the obligation of  
24 Atateks was to deliver those goods to its factory  
25 door?

96

1 C. Dente  
2 A. No, delivery to the forwarder.  
3 Q. Where is the forwarder located?  
4 A. That I don't know. I mean, within a  
5 certain proximity to the factory. They're using  
6 local forwarders. Whether they're for warehouse  
7 goods, a forwarder we appoint, or Target's  
8 forwarder.  
9 Q. You referred earlier to containers  
10 being shipped at -- arriving at the factory?  
11 A. Delivered to the factory, yes.  
12 Q. Does the forwarder provide those  
13 containers?  
14 A. Yes, and the reason for the factory  
15 load is because the shipment may be so large  
16 instead of moving individual boxes that it's  
17 loaded at the factory for ease for both the  
18 factory and the forwarder.  
19 Q. If Atateks loads those garments onto  
20 the container at the factory in a timely fashion,  
21 and there are subsequent delays in  
22 transportation, does Atateks have any liability  
23 for that?  
24 A. No.  
25 Q. Its responsibility is to make those



1 C. Dente  
 2 goods available at its factory for those  
 3 containers?  
 4 A. Correct, and I want -- I would like to  
 5 ask for you to be specific when you says there's  
 6 further delays, meaning that once the containers  
 7 are delivered to the forwarders' location, and  
 8 they're put on a vessel or being aired for  
 9 whatever reason, that there's delays in the  
 10 vessel or delays in the aircraft unbeknownst to  
 11 Atateks.  
 12 Is that what you're asking me?  
 13 Q. Well, not exactly.  
 14 A. Okay.  
 15 Q. Would you agree with the following --  
 16 A. Okay.  
 17 Q. Containers are delivered to Atateks,  
 18 its factory. Atateks loads garments onto the  
 19 container.  
 20 A. Uh-huh.  
 21 Q. Once Atateks does that in a timely  
 22 fashion, it has no further responsibility for  
 23 delivery of the goods; is that correct?  
 24 A. With all due respect, I think you're  
 25 speaking very generally, because you don't

1 C. Dente  
 2 A. I think I asked that question before,  
 3 so I'm going to make sure I understand you. I  
 4 said that -- are you referring to once the goods  
 5 are received at the forwarder, which we  
 6 established is in close proximity to the  
 7 factory's location?  
 8 If there is a delay unbeknownst to  
 9 Atateks -- meaning the vessel's delayed, the  
 10 airplane blows up, the goods never arrive -- are  
 11 you asking me is Atateks ultimately responsible  
 12 for that?  
 13 Q. Any of that, yes.  
 14 A. Again, everything is negotiated on the  
 15 case-by-case basis. I really have to know the  
 16 circumstances. It's hard for me to generally  
 17 answer that question for you, because it's an  
 18 ongoing partnership. It's an ongoing  
 19 relationship, and a human business. There's also  
 20 issues, Eric.  
 21 Q. Where was the quality check by Target?  
 22 A. At the factory level.  
 23 Q. Where was the quality check by Basul?  
 24 A. At the factory level.  
 25 As part of the commercial invoices and

98  
 1 C. Dente  
 2 understand enough about the business.  
 3 Q. I'm sure I don't.  
 4 A. Okay, but as I stated previously in my  
 5 testimony, that chargebacks are no mystery to  
 6 anybody. They're negotiated up front.  
 7 Even when Target expects to receive  
 8 goods late because there's an agreed upon  
 9 extension, doesn't mean that Atateks is not  
 10 responsible for whatever discount was negotiated,  
 11 just because they delivered the goods on the  
 12 revised approved date.  
 13 Q. Your response has in fact helped me  
 14 understand that my question was a little too  
 15 broad.  
 16 What I'm really trying to get at is  
 17 only the issue of responsibility for delays in  
 18 transportation. Okay?  
 19 I understand that in general Atateks  
 20 can be liable for lateness. My question is: If  
 21 Atateks timely puts those garments on the  
 22 container that appears at its factory door --  
 23 A. Right.  
 24 Q. -- is it liable for any delays after  
 25 that point?

100  
 1 C. Dente  
 2 inspection certificate is included the goods  
 3 can't leave without the inspection certificate  
 4 being signed.  
 5 MR. GRANNIS: I'm handing the witness  
 6 Plaintiffs' Exhibit 513 titled, "Target  
 7 Stores Accounts Payable Research" bearing  
 8 Bates Nos. 79 through 89.  
 9 (Plaintiffs' Exhibit 513, Documents  
 10 Bearing Bates Nos. 79 through 89 marked for  
 11 identification.)  
 12 Q. Who is Alyssa Mulhair?  
 13 A. Where do you see that?  
 14 Q. That's under reason for claim in the  
 15 second line.  
 16 A. She's a buyer at Target.  
 17 Q. What are in store and guest return,  
 18 returns defectives?  
 19 A. I think that's pretty self-explanatory.  
 20 Those are goods returned to the store, returned  
 21 at store level by a consumer that purchases them.  
 22 Q. What's the difference between in store  
 23 and guest returns?  
 24 A. Target refers to their consumers as  
 25 guests.

1 C. Dente

2 Q. But maybe I'm misunderstanding, but it

3 seems to distinguish between in store and guest

4 returns as if those are different things.

5 A. I think that they're just spelling out

6 very specifically that the guest is returning it

7 in store.

8 Again, this is a standard industry

9 practice with most mass market retailers, that at

10 the end of the selling period that they go back

11 and tie by item number any returns that were

12 manufactured by a specific vendor and charge them

13 back.

14 Q. What is a selling period?

15 A. It's by a specific -- we have to go

16 again, specific by style. There's a three-month

17 selling period, six-month selling period. That's

18 why you will find on many of Target's chargebacks

19 it takes six months to a year for them to even

20 generate chargebacks for goods that may have been

21 shipped a year to a year and a half prior to

22 receiving the actual claims.

23 Q. If you turn to the third page of this

24 document bearing Bates No. 81, you'll see that it

25 says, "Begin date 1/30/2005, and end date January

1 C. Dente

2 back to our item number that was manufactured by

3 our vendor number, then in turn they would charge

4 us back, because retailers like to collect every

5 penny they can get.

6 Q. Do you know whether or not you had

7 ever -- you meaning Private Label -- had ever

8 previously charged back to Atateks a chargeback

9 from Target for in store and guest returns

10 defectives?

11 A. I would have to check for you, but I

12 would have to assume due to the time period of

13 which we were doing business from 2002 through

14 2006, that it's very possible.

15 MR. GRANNIS: I would ask that you produce

16 documents to demonstrate that.

17 Q. Whose handwriting is on this document

18 beginning on Page 81?

19 A. I'm not sure. It's not mine.

20 Q. You see here it says, "Basul Atateks"

21 and below that "Basul Orma"?

22 A. Yes.

23 Q. How did the person doing this relate

24 these chargebacks to the particular manufacturer?

25 A. Based on the DPCI number.

102

1 C. Dente

2 28, 2006."

3 Now, this cover memo to you wasn't

4 generated until January 22, 2007?

5 A. Exactly my point that I made

6 previously.

7 Q. This goes back, in fact two years back?

8 A. I said a year, approximately a year and

9 a half, year to a year and a half.

10 Q. So at this point in time in January 22,

11 2007, Target imposed these chargebacks upon

12 Private Label; is that correct?

13 A. That is correct.

14 Q. Do you have any idea of how this came

15 about?

16 A. It's standard industry practice, as I

17 told you, with most mass market retailers, that

18 they have the latitude to charge you back for

19 goods that are returned at store level by their

20 consumers.

21 Q. When you say the latitude, does that

22 mean it sometimes happens and sometimes doesn't

23 or does it always happen?

24 A. I would have to assume that if they

25 receive an item back, and they are able to tie it

104

1 C. Dente

2 Q. What is a DPCI number?

3 A. Department class and code.

4 Q. How do you relate that to Atateks or

5 Basul?

6 A. How do we relate it to Orma or Atateks

7 you mean?

8 Q. That's correct.

9 A. Based on the DPCI. Those are attached

10 to the garments. These numbers are attached to

11 the garments that are shipped. In addition, they

12 appear on Target's commitment sheets.

13 MR. GRANNIS: I would ask for the production, if

14 it hasn't previously been produced, of these

15 Target commitment --

16 THE WITNESS: Commitment sheets.

17 MR. GRANNIS: Commitment sheets, which

18 would show these DPCI numbers for Atateks

19 that would permit us to confirm that these

20 chargebacks have been properly charged.

21 THE WITNESS: Atateks is in possession

22 of all commitment sheets as well, just so

23 you know, to permit you to cross reference

24 it. That is how they manufactured the

25 product. That's how they shipped the



1 C. Dente  
2 product.  
3 MR. GRANNIS: The lawyers will debate.  
4 Thank you for that information. The lawyers  
5 will debate later --  
6 MR. BYLER: We have a standing  
7 objection for these documents are already in  
8 the possession of Atateks.  
9 Q. Are there any other names you can read  
10 in the handwriting and recognize, other than  
11 Orma, Synko, Basul, and Atateks?  
12 A. No, none that I can see.  
13 Q. Basul was not a manufacturer of goods,  
14 right?  
15 A. That's correct. They were not a  
16 factory.  
17 Q. Correct.  
18 On Page 87, it simply refers to Basul,  
19 and it doesn't refer to a manufacturer. Can you  
20 explain why that would be the case?  
21 A. Where specifically? I do see where it  
22 says factory FTY with a question mark.  
23 Q. Below though, Basul 81.  
24 A. Yes, and I believe that where it states  
25 Basul factory, question mark, it's referring to

106

1 C. Dente  
2 all the Basul underneath there.  
3 Q. So does that mean that you know it's  
4 Basul, but you're not able to identify from this  
5 which factory that is; is that right?  
6 A. Perhaps at this moment when they were  
7 going through it, and then they had to go back  
8 and cross reference it to documents, as I'm  
9 suggesting you can do the same.  
10 Q. Did Private Label ever transfer any  
11 money to Second Skin?  
12 A. My salary was paid to Second Skin.  
13 Q. Did you also draw at the same time a  
14 salary from Private Label?  
15 A. No.  
16 Q. Other than commissions that Second Skin  
17 received from Atateks, Orma, and Synko, did  
18 Second Skin ever receive any payments for goods  
19 that were manufactured for Private Label?  
20 MR. BYLER: Objection to the form. Go  
21 ahead.  
22 A. Absolutely not. There is no purchase  
23 orders in the name of Second Skin. Second Skin  
24 did not purchase any goods whatsoever.  
25 I'm going to state again, they are --

1 C. Dente  
2 they were a consulting based company.  
3 MR. GRANNIS: I'm going to show the  
4 witness Plaintiffs' Exhibit 514, not bearing  
5 any Bates labels.  
6 For the record, these were documents  
7 produced by plaintiffs, just for the record,  
8 we did produce those with a Bates label, but  
9 it seems that we have inadvertently printed  
10 out one lacking the Bates label.  
11 We're happy to subsequently identify  
12 the Bates numbers that apply to this  
13 document.  
14 MR. BYLER: Okay.  
15 (Plaintiffs' Exhibit 514, Document,  
16 marked for identification.)  
17 Q. Does this document relate to the  
18 commissions that were paid to Second Skin which  
19 we have talked about in this deposition?  
20 A. Stating again that the only moneys that  
21 were received from Atateks were for commissions,  
22 that in order for us to, you know, have the  
23 ability to cross reference these to what's  
24 attached to the back, but again, stating for the  
25 record the only money that was received from

108

1 C. Dente  
2 Atateks was for commissions.  
3 I also would like to ask that -- I  
4 believe when you presented these documents during  
5 the first deposition with Ilhan, that we were  
6 told they were irrelevant, because you were  
7 backing out the commission payments from the  
8 moneys that you're claiming.  
9 Q. Right. These documents don't relate to  
10 the total quantum of damages which are owed by  
11 Private Label. That is true, and we acknowledge  
12 that.  
13 A. Okay.  
14 Q. However, they do go to the issue of  
15 possible fraudulent conveyances from Private  
16 Label to Second Skin, and obviously if you want  
17 to ask your lawyer about that, you can do that,  
18 but just for the record, we're saying that.  
19 MR. BYLER: I think there's a  
20 limitation on what you can try to do given  
21 your representations to Judge Baer. We  
22 won't get into that now.  
23 By the way, it's almost one o'clock.  
24 What's your timing?  
25 MR. GRANNIS: I never make commitments

1 C. Dente  
2 with respect to time, but I will make a  
3 disclosure, which is that I have about an  
4 eleven-page outline, and I am seven pages  
5 through it, which if this reflects reality,  
6 suggests that I'm more than half way done.  
7 Would you like to take a lunch break  
8 now?  
9 THE WITNESS: I would prefer to go  
10 straight through. I don't know. I don't  
11 want to make that decision though for  
12 everybody.  
13 MR. GRANNIS: Off the record.  
14 (Luncheon recess)  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

1 C. Dente  
2 Do you know?  
3 A. Yes. I had requested it because I used  
4 a portion of the money that I made in commission  
5 to purchase an apartment here in New York, and in  
6 order to identify where certain funds came from  
7 for the mortgage company, they requested a  
8 letter.  
9 MR. GRANNIS: I'm handing Ms. Dente  
10 Plaintiffs' Exhibit 516, which is a tax  
11 return for Private Label for 2003.  
12 (Plaintiffs' Exhibit 516, Tax Return,  
13 marked for identification.)  
14 Q. Do you recognize this document, Ms.  
15 Dente?  
16 A. Yes, I do.  
17 Q. What is that?  
18 A. It's a 2003 tax return for Private  
19 Label Sourcing.  
20 Q. I'll direct your attention to the  
21 fourth page of this document, which says at the  
22 top, "Analysis of net income."  
23 Do you see that?  
24 A. Yes.  
25 Q. Do you see that line that says total

110

1 C. Dente  
2 AFTERNOON SESSION  
3 1:33 p.m.  
4 CHRISTINE ANN DENTE,  
5 resumed and testified as follows:  
6 EXAMINATION CONTINUED  
7 BY MR. GRANNIS:  
8 Q. I'm going to show you what has  
9 previously been marked as exhibit -- as  
10 Defendant's Exhibit 10, and I am remarking it as  
11 Plaintiffs' Exhibit 515, Bates No. D 11262.  
12 (Plaintiffs' Exhibit 515, Document  
13 Bearing Bates Nos. D 11262 marked for  
14 identification.)  
15 Q. And I'll ask you if you recognize this  
16 document.  
17 A. I do.  
18 Q. What is that?  
19 A. It's a letter written by Atateks  
20 confirming that a payment of \$150,000 was made to  
21 me for commission income.  
22 Q. When you say to you, you mean more  
23 technically to Second Skin?  
24 A. Yes, that is correct.  
25 Q. How did that letter come to be written?

112

1 C. Dente  
2 assets there, Line 14?  
3 A. Yes.  
4 Q. That suggests that at the end of the  
5 year 2003, Private Label had total assets of  
6 1,634,000.  
7 A. Okay.  
8 Q. Would you agree with that?  
9 A. Which year? I'm sorry.  
10 Q. The end of 2003.  
11 A. Okay. Yes, I would agree that's what  
12 it says here.  
13 Q. Would you agree that's true?  
14 A. I would agree that's what it says here.  
15 Q. Would you agree that's true?  
16 A. I would have to assume so.  
17 Q. By the way, it says here on Line 18,  
18 "All nonrecourse loans," and it says, 1,752,201.  
19 What does that refer to? What loans are those?  
20 A. I have no idea. I would have to go  
21 back and cross reference records and documents.  
22 As I stated earlier in my testimony  
23 that during my partnership with Bruce Allen, he  
24 handled the financials of the company, not --  
25 they were not reviewed with me, and I handled the

1 C. Dente  
2 sales, merchandising, and production.  
3 Q. You see that recourse loans is listed  
4 under liabilities and capital, right?  
5 A. Okay.  
6 Q. And you understand here that this is a  
7 liability, that Private Label has this loan?  
8 A. Yes, yes.  
9 Q. Do you see that the amount of the  
10 liability is greater than the amount of the  
11 assets?  
12 A. Yes.  
13 Q. We usually refer to that as insolvency,  
14 meaning that the liabilities are greater than the  
15 assets.  
16 MR. BYLER: Objection. You're starting  
17 to ask legal questions, using a legal term  
18 of insolvency.  
19 This is one tax return. You can ask  
20 this witness about her personal knowledge  
21 concerning this document, but, I mean, I  
22 think you are going to get into a bar review  
23 type examination that's not appropriate for  
24 the deposition.  
25 Q. Do you have any reason to believe that

114

1 C. Dente  
2 -- do you have any reason the disagree with the  
3 statement that the liabilities exceeded the  
4 assets?  
5 A. I don't have any reason to disagree  
6 with the numbers that you are quoting off the  
7 document in front of me. I would --  
8 Q. Do you have any belief as to whether  
9 Private Label was insolvent or solvent?  
10 A. I really -- I couldn't make any comment  
11 towards that. I'd have to have the opportunity  
12 to review this and review other documents within  
13 the company, and this was prepared by an outside  
14 accounting firm, Mahoney Cohen, and Bruce was in  
15 control of dealing with them and providing them  
16 all the documentation to put this tax return  
17 together.  
18 MR. GRANNIS: I'm showing the witness  
19 Plaintiffs' Exhibit 517, which is a 2004 tax  
20 return for Private Label with Bates Nos.  
21 1321 to 1346.  
22 (Plaintiffs' Exhibit 517, 2004 Tax  
23 Return, marked for identification.)  
24 Q. What is this document?  
25 A. It's a Private Label tax return from

1 C. Dente  
2 2004.  
3 Q. I'll again direct your attention to the  
4 fourth page. You'll notice here that it says on  
5 Line 18 -- says "All Nonrecourse Loans."  
6 A. Yes.  
7 Q. 2,583,000. You again don't have any  
8 knowledge as to the nature of that loan?  
9 A. That's correct.  
10 Q. You again don't have any views as to  
11 whether or not Private Label was insolvent as of  
12 this date?  
13 A. I don't have any views.  
14 Q. Just as not to take any time up, you'd  
15 give the same answer if I asked you about 2005  
16 and 2006?  
17 A. That is correct.  
18 MR. GRANNIS: I'm going to show the  
19 witness Plaintiffs' Exhibit 518, bearing  
20 Bates No. 1359 to 1383.  
21 (Plaintiffs' Exhibit 518, Documents  
22 Bearing Bates Nos. 1359 through 1383 marked  
23 for identification.)  
24 Q. Can you tell me what that document is,  
25 Ms. Dente?

115

1 C. Dente  
2 A. 2005 Private Label tax return.  
3 MR. BYLER: Do you have a 2005 tax  
4 return?  
5 MR. GRANNIS: I'm not going to ask  
6 questions about that. I just wanted to  
7 identify it.  
8 I'm going to show the witness  
9 Plaintiffs' Exhibit 519, bearing Bates Nos.  
10 1384 to 1393.  
11 (Plaintiffs' Exhibit 519, Documents  
12 Bearing Bates Nos. 1384 through 1393 marked  
13 for identification.)  
14 Q. What is this document?  
15 A. Private Label tax return from 2006.  
16 Q. Did you notice here that it says, "All  
17 nonrecourse loans"?  
18 A. Where are we referring to?  
19 Q. This is Line 18 of Page 4.  
20 A. Yes.  
21 Q. You'll notice that on the right Column  
22 D it doesn't show anything. Do you see?  
23 A. Yes.  
24 Q. On Line 18?  
25 A. Yes.

1 C. Dente  
 2 Q. I'll represent to you for the record  
 3 that this means that the beginning of the year  
 4 there was a loan outstanding, and at the end of  
 5 year there wasn't, and if I asked you how that  
 6 loan came to be paid off, would you have any  
 7 information about that?  
 8 A. I would have to see specific documents  
 9 and have to cross reference which loans we are  
 10 talking about and --  
 11 Q. Who would know more about this than  
 12 you?  
 13 A. Who would know more about this than me?  
 14 Q. Right.  
 15 A. Well, I would have to first say perhaps  
 16 Bruce Allen, because he had still been my  
 17 partner, and again, I told you he was in control  
 18 of the financial side of the business and  
 19 handling all the documents that would have been  
 20 given to the accountants to prepare the tax  
 21 return.  
 22 Q. Do you see that on Page 1387, the same  
 23 page we were just looking at, for accounts  
 24 payable, it says 3,243,000?  
 25 A. Accounts payable is a specific --

118

1 C. Dente  
 2 Q. I'm sorry. Do you see it says on Line  
 3 15 accounts payable?  
 4 A. Yes.  
 5 Q. You understand that? What are accounts  
 6 payable?  
 7 A. Moneys that are owed.  
 8 Q. Owed by Private Label to another party?  
 9 A. Correct.  
 10 Q. Do you know what's included in this  
 11 3,243,000?  
 12 A. For any of the figures that are located  
 13 in this document, 2006 tax return, I would have  
 14 to go back and have the opportunity to cross  
 15 reference other documents to how it was prepared.  
 16 MR. GRANNIS: I would ask that the defendants  
 17 produce underlying work papers to establish how  
 18 this figure of 3,243,381 was arrived at, and in  
 19 particular, the amount if any of liability that  
 20 is -- to Atateks that is included in that figure.  
 21 THE WITNESS: So to be clear, you only  
 22 want to know the details if Atateks is included  
 23 in that number.  
 24 MR. GRANNIS: I'd like to know all of  
 25 them, but also interested particularly in

1 C. Dente  
 2 Atateks.  
 3 Q. Ms. Dente, I've reviewed the tax return  
 4 and I'll tell you what I found, which is that in  
 5 2003 and 2004 Private Label had substantial  
 6 profits, okay.  
 7 2003 was 740,000, and 2004 was 308.  
 8 Then in 2005 and 2006, it had substantial losses  
 9 in each of those years. It was in the range of  
 10 \$700,000.  
 11 Can you tell me why Private Label  
 12 became unprofitable?  
 13 A. Yes. We had some major shipping  
 14 problems, both out of Turkey, production problems  
 15 I should say, which led to shipping problems, the  
 16 majority of them in Turkey. Had to give a ratio,  
 17 70 percent of the problems occurred in Turkey, 30  
 18 percent happened in Korea.  
 19 So there was an overall delay in  
 20 shipping goods, which led to cancellations,  
 21 sell-offs and things of that sort.  
 22 Q. Did the delays in Turkey only involve  
 23 Atateks?  
 24 A. No, at that particular time it actually  
 25 didn't involve Atateks at all.

120

1 C. Dente  
 2 Q. What did it involve?  
 3 A. It involved other factories in Turkey.  
 4 Q. Which?  
 5 A. For different type product.  
 6 Q. What were those factories?  
 7 A. I would have to get the names for you.  
 8 Totally unrelated to seamless product.  
 9 Q. Were there any other causes of the  
 10 delays?  
 11 A. I'm sorry?  
 12 Q. Were there any particular causes of the  
 13 delays?  
 14 A. I think just general mismanagement of  
 15 production on the factory -- at the factory  
 16 level, but yes, in fact you are correct that was  
 17 a very difficult year for us.  
 18 Q. 2005 and 2006 was also unprofitable.  
 19 A. It was very difficult. We had to start  
 20 to work our way back from the problems of 2005.  
 21 Q. Did Atateks ever deliver garments to  
 22 Basul's warehouse?  
 23 A. Basul didn't have a warehouse. Basul  
 24 for the record never took possession of any  
 25 goods.

1 C. Dente  
 2 Q. Did Private Label have a warehouse in  
 3 Turkey?  
 4 A. No, they did not.  
 5 Q. Second Skin never had a warehouse in --  
 6 A. No, Second Skin never purchased any  
 7 product.  
 8 Q. Did Atateks ever deliver goods to a  
 9 warehouse in Turkey for Private Label?  
 10 A. Atateks shipped goods two ways, as I  
 11 previously mentioned in my testimony. On a  
 12 direct LC basis, when LC was opened from Target,  
 13 those goods were delivered to Target's forwarder.  
 14 When goods were shipped to our warehouse, we  
 15 determined the forwarder that was going to be  
 16 used, and the goods were shipped to a warehouse  
 17 in Miami.  
 18 Q. What is AQL?  
 19 A. AQL is a certain rating system of  
 20 industry standard by which goods are evaluated  
 21 for quality.  
 22 Q. Can you expand on that, please?  
 23 A. I don't know enough about -- that's not  
 24 my area of expertise. I just know that there is  
 25 an industry standard that is used when inspecting

122

1 C. Dente  
 2 goods for quality, and there's a certain method  
 3 in which the goods are inspected, certain amount  
 4 of goods that are inspected to ascertain if the  
 5 goods are 100 percent good quality to be shipped.  
 6 It's an industry standard for all  
 7 retailers.  
 8 Q. Suppose that there is a proposed  
 9 shipment of goods, a collection of goods to be  
 10 shipped, which is inspected, and it contains  
 11 10,000 garments.  
 12 A. All the same style?  
 13 Q. All the same style. Could that  
 14 shipment meet AQL standards if a single defect  
 15 was found?  
 16 A. I don't know. That's not my area of  
 17 expertise, I don't really know the rating system.  
 18 I would not know even how to explain it to you  
 19 other than the general understanding that I tried  
 20 to give you as it's an industry standard that's  
 21 set, and any inspection services, any -- whether  
 22 they're independent or working for the retailer,  
 23 work off the same exact guidelines.  
 24 Q. Would you agree that under the AQL  
 25 standard, there can be some defects in

1 C. Dente  
 2 merchandise in some number of items, and yet it  
 3 could still meet an AQL standard?  
 4 A. I think what you're trying to say is  
 5 you're asking me is -- is there a difference  
 6 between the AQL standards versus goods that I  
 7 would believe to be commercially acceptable,  
 8 commercially acceptable for sale?  
 9 Because neither one of us would really  
 10 determine. It really -- it's not -- it's a very  
 11 objective approach. There's no -- there's no  
 12 room for opinion. So there's a standard, certain  
 13 amount of garments are chosen, reviewed, and then  
 14 a report is done, and it's based on a whole, you  
 15 know, AQL standard.  
 16 Q. I'm not trying to press you to --  
 17 A. Okay, I -- just so you -- you can  
 18 understand that I couldn't answer that question,  
 19 you couldn't answer that question.  
 20 It is not a subjective question when  
 21 inspection is being done. There is, though, the  
 22 -- you can say subjectively would I believe them  
 23 to be commercially acceptable, does the average  
 24 consumer understand what you're talking about,  
 25 the AQL. Would they wear the garment? In

124

1 C. Dente  
 2 layman's terms, would they still wear the  
 3 garment? Is it commercially acceptable?  
 4 Q. What I was saying is -- I'm not at all  
 5 -- I'm trying to find out how much you know about  
 6 AQL, and I'm not trying to put words in your  
 7 mouth. Let me try one more time, and if you  
 8 don't know, you don't know.  
 9 A. Okay.  
 10 Q. Do you know whether the AQL standards  
 11 permit approval of shipments of goods, even if  
 12 there are some defects found, if the defects are  
 13 found on sufficiently few garments?  
 14 A. Okay. I'll try and answer for you one  
 15 more time.  
 16 With the AQL is a standard, so it would  
 17 not allow or disallow goods to be shipped.  
 18 That's really of the ultimate decision of the  
 19 retailer, the factory, and the vendor to make  
 20 that determination.  
 21 Q. But a good isn't -- isn't a shipment of  
 22 goods determined to either not or to meet or not  
 23 meet an AQL standard?  
 24 A. That's correct.  
 25 Q. Couldn't a shipment of goods be

1 C. Dente  
2 determined to meet an AQL standard, even if there  
3 might be some defects found, if the defects were  
4 found on sufficiently few garments?  
5 A. Then it would be meeting AQL standard,  
6 and it would be -- they would sign the inspection  
7 certificate to allow the goods to ship.  
8 Again, I don't know if I'm answering or  
9 not. That's not my area of expertise.  
10 (Plaintiffs' Exhibit 520, Collection of  
11 Documents, marked for identification.)  
12 Q. Ms. Dente, I'm going to give you a  
13 collection of documents that has been labeled  
14 Plaintiffs' Exhibit 520, and the first page of  
15 this document is something I produced previously,  
16 but we have modified again. You have seen it  
17 before, and it is our current calculation of what  
18 we believe -- we meaning the plaintiffs believe.  
19 We have eliminated the commissions to  
20 you, although it's just subject to the statement  
21 I made before about we believe they are  
22 fraudulent transfers, but that's really just for  
23 the record. I'm not asking you about it.  
24 So I've put -- so this now has been  
25 revised. I put a date on it, and it's not --

126

1 C. Dente  
2 actually this document, which my office prepared  
3 in conjunction with the client is actually the  
4 first four pages, okay? Now, behind it is all of  
5 the receipts. I'm sorry.  
6 This is all of the invoices, bills of  
7 lading, airway bills, for goods we, the  
8 plaintiffs, manufactured and sold to Target  
9 through Private Label from December 15, 2005, on.  
10 Okay?  
11 A. Can I go back and just comment that you  
12 made as far as the commission payments that are  
13 backed out of here because you believe them to be  
14 fraudulently transferred. I -- just again I want  
15 to just comment that I'm not quite sure where  
16 you're going and stating that for the record,  
17 because they were commission payments made to  
18 Second Skin, not made to Private Label, so  
19 nothing was transferred from Private Label to  
20 Second Skin.  
21 Q. I understand, and I wouldn't have taken  
22 your silence to be any concession. I understand  
23 that.  
24 A. Okay.  
25 Q. Do you disagree with any of the

1 C. Dente  
2 invoices contained in here or --  
3 A. What I disagree --  
4 MR. BYLER: Hold on. I object to the  
5 line of the questioning.  
6 We just got handed a page -- an inch  
7 thick, a lot of documents. The first four  
8 pages are what you have compiled. There are  
9 other documents which you're representing to  
10 support.  
11 To be asking in a deposition well, do  
12 you disagree with anything, I think is a  
13 fundamentally flawed question.  
14 I mean, it's unfair to the witness,  
15 because, you know, you're representing while  
16 these correlate -- there was four years of  
17 business that was done by the two companies,  
18 and it would take time really to, you know,  
19 check what's been dipped to the first four  
20 pages to see if it correlates, not to  
21 mention whether it is complete or  
22 incomplete. In other ways.  
23 We've been going through a lot of  
24 different documents concerning chargebacks  
25 and the like, so I have to state for the

128

1 C. Dente  
2 record the objection to this approach to  
3 questioning the witness.  
4 You're asking this witness her personal  
5 knowledge of. That's the purpose of  
6 deposition, but what you handed her is  
7 basically a representation on your part of  
8 what really amounts to a legal case on your  
9 part, and I don't think that's, you know, a  
10 way of going at this that's appropriate for  
11 a deposition.  
12 MR. GRANNIS: I'm always amenable to  
13 help with suggestions.  
14 Do you have a method you would prefer  
15 to have that question answered?  
16 THE WITNESS: I have an opinion.  
17 MR. BYLER: The witness has an opinion.  
18 THE WITNESS: I have an opinion,  
19 because we believe -- and again I don't know  
20 if these are reflective of the exact  
21 documents we reviewed previous to the first  
22 deposition of Ilhan, but we don't agree with  
23 your approach to your accounting, because we  
24 did business on a purchase order basis, so  
25 you would really have to cross reference all



1 C. Dente  
2 of the purchase orders back to what you're  
3 considering invoices.

4 Then we would have to take it on a  
5 case-by-case basis, because there are  
6 counterclaims being helped against those  
7 purchase orders, so it's almost impossible  
8 for us to reconcile this.

9 Q. Do you have your own reconciliation of  
10 how much you owed to our client?

11 MR. BYLER: I thought there was a  
12 presentation to Atateks in --

13 THE WITNESS: And Ilhan.

14 MR. BYLER: And Ilhan, but that may  
15 have occurred, come to think of it, before  
16 you, Eric, were counsel to Atateks in this  
17 case.

18 There was such an effort, and it did  
19 reflect a different methodology. I would  
20 call this a macro approach.

21 What the witness just now -- I'm glad  
22 she spoke, not me, but said is -- you have  
23 to do it by purchase order because it was a  
24 purchase order business. There wasn't any  
25 large master contract. It was a purchase

130

1 C. Dente  
2 order business, so to do an accounting of  
3 damages, which is what you're getting at,  
4 you have to go by purchase order and then  
5 start to, you know, look at each purchase  
6 order in terms of what may have been  
7 chargebacks, what may have been, you know,  
8 accounts, whatever, and that's the approach  
9 you have to take in terms of doing  
10 accounting for damages.

11 MR. GRANNIS: Off the record.  
12 (Discussion off the record.)

13 MR. BYLER: All I was going to say, we  
14 don't agree with the approach you've taken  
15 reflected in Plaintiffs' Exhibit 520, and  
16 that's, you know, the explanation I gave in  
17 response to your document.

18 We have had an off the record  
19 discussion in terms of how we can deal with  
20 the issue of damages more productively,  
21 which I think was a good discussion.

22 MR. GRANNIS: I will state for the record that  
23 obviously parties disagree in litigation. I  
24 understand that the deposition format may not be  
25 a format in which Private Label wishes to explain

1 C. Dente  
2 its position with respect to the accounting.

3 I, therefore, would request that  
4 Private Label set forth its own accounting. As  
5 we know, this case, if we can't resolve it, is  
6 going to result in a trial before Judge Baer.

7 I'm sure Judge Baer would want us in  
8 the course of discovery to exchange our  
9 respective positions in advance of the trial so  
10 that we know where we differ, and I hope that we  
11 we'll be able to get Private Label's concrete  
12 position with respect to its accounting,  
13 including the backup documentation.

14 MR. BYLER: The only further comment is  
15 there was a settlement conference where  
16 Private Label did make a presentation,  
17 understanding you don't have it, but I just  
18 say that for the record to indicate only  
19 that it's not that Private Label is trying  
20 to hide the ball.

21 It's just that we're not prepared today  
22 to present that to you, because you know,  
23 you --

24 THE WITNESS: We thought you had it.

25 MR. GRANNIS: I would note that whether

132

1 C. Dente  
2 or not we have it, documents exchanged in  
3 settlement are for settlement purposes only,  
4 and I think I would have been inappropriate  
5 for me to question the witness about --

6 MR. BYLER: I'm not saying it was  
7 inappropriate for you to raise the question.  
8 It's just I wanted to indicate there was  
9 something done by Private Label, and yes it  
10 was for settlement.

11 On the other hand, it did reflect the  
12 methodology in terms of the approach we  
13 believe appropriate.

14 Q. Back to the questioning on a new topic.  
15 When did you last speak with Bahar?

16 A. I'm not quite sure of her exact  
17 departure from Atateks, but it was somewhere --  
18 my last interactions with her were somewhere  
19 between December of 2006 to April 2007.

20 I couldn't exactly pinpoint exactly  
21 when she departed from Atateks, and when she  
22 departed from Atateks I had no further contact  
23 with her.

24 Q. Have you had any contact with her in  
25 any form, either directly or indirectly, in the

1 C. Dente  
2 last couple of weeks?  
3 A. Indirectly through attorneys.  
4 Q. Through which attorneys?  
5 A. Through my attorneys.  
6 Q. They contacted her?  
7 A. We contacted Basul, who in turn  
8 contacted Bahar.  
9 Q. What does Bahar do now for employment?  
10 Do you know?  
11 A. No. You would have to question Bahar  
12 about that.  
13 Q. Does that mean you don't know?  
14 A. I don't know.  
15 Q. What meetings have you had with Ihsan?  
16 A. I've had multiple meetings with Ihsan.  
17 Q. How many meetings approximately?  
18 A. I couldn't even venture to guess.  
19 Many, many occasions. On three very major  
20 occasions that I can think of is when I flew from  
21 New York and met upper management of Target and  
22 brought them to Ihsan's factories.  
23 Q. What was the purpose of bringing them  
24 to Ihsan's factories?  
25 A. To show them the factories, establish a

134

1 C. Dente  
2 relationship, help plan and grow business going  
3 forward, business relationships going forward to  
4 kind of seal the bond. There were higher level  
5 meetings.  
6 Q. Did you ever discuss with him the  
7 details in particular amounts owed or invoices,  
8 other than any recent settlement agreement that  
9 occurred, settlement meetings that occurred?  
10 A. Yeah, he called me on several  
11 occasions. He e-mailed me directly.  
12 Q. Tell me what you generally recall about  
13 the substance of those communications.  
14 A. It was specific to when are we going  
15 the get our money.  
16 Q. Did he make any admission that your  
17 chargebacks were correct?  
18 A. Ihsan on -- any time in trying to  
19 discuss chargebacks or overall problems with him,  
20 he would be very defensive. He never felt his  
21 factory was at fault. He blamed Basul, he blamed  
22 Target, he blamed Private Label.  
23 He didn't want to get involved in  
24 details, specific details of numbers, and he did  
25 not want to acknowledge why there was a delay in

1 C. Dente  
2 paying them due to all the problems that occurred  
3 specifically out of Jordan.  
4 Q. What were the problems out of Jordan?  
5 A. There were major, major production  
6 problems and, you know, the cause for those  
7 production problems, according to Atateks, is a  
8 very gray area. They claim it was the war.  
9 If you read the articles from the  
10 National Labor Committee, they claim that there  
11 was tremendous upheaval in the Atateks factory,  
12 workers being abused.  
13 When Target went in and inspected the  
14 factories themselves and audited the factories,  
15 they found payroll were incomplete. People not  
16 being paid for overtime. They did not have  
17 proper sleeping conditions, that the overall  
18 treatment of the employees was improper.  
19 The working conditions were not  
20 functional, and Atateks claims it was because  
21 they didn't get proper information from Private  
22 Label and Basul, so there was conflicting stories  
23 all the way around.  
24 Q. Have you had many meetings with Mr.  
25 Duman, Alp Duman?

136

1 C. Dente  
2 A. No.  
3 MR. GRANNIS: Off the record.  
4 (Recess taken.)  
5 MR. GRANNIS: Ms. Dente, I think you  
6 indicated you just had something you wanted  
7 to add.  
8 THE WITNESS: Yes. With regard to our  
9 discussion of the tax returns, where we're  
10 looking at Page 4 and you were referencing  
11 accounts payable, you were also referencing  
12 assets, liabilities.  
13 I just want to be clear that in the  
14 business that we do, if we have goods prior  
15 to December 31 that are on water that  
16 haven't yet arrived, they're entered into  
17 your inventory, but not yet paid for, so  
18 where you're also looking at loans and  
19 things of that sort, that is all tied back  
20 to inventory versus invoicing and tied back  
21 to payable, so I just wanted to -- that  
22 information I think you did request, though,  
23 and can be clarified with the accountants.  
24 MR. GRANNIS: I have no further  
25 questions. Do you have any questions?



1 C. Dente  
2 MR. BYLER: No.  
3 (Time noted: 2:40 p.m.)  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

1 C. Dente  
2  
3  
4  
5  
6  
7  
8 CHRISTINE ANN DENTE  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

10 Subscribed and sworn to  
11 before me this day  
12 of 2008  
13

138

1 C. Dente  
2 May 29, 2008  
3  
4 ERRATA  
5  
6 PAGE/LINE CHANGE/REASON  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

140

1  
2 CERTIFICATE  
3  
4 STATE OF NEW YORK )  
5 ) ss.  
6 COUNTY OF NEW YORK)  
7  
8 I, Maureen McCormick, a Shorthand  
9 Reporter and Notary Public within and for the  
10 State of New York, do hereby certify:  
11 That CHRISTINE ANN DENTE, the witness  
12 whose deposition is hereinbefore set forth, was  
13 duly sworn by me and that such deposition is a  
14 true record of the testimony given by such  
15 witness.  
16 I further certify that I am not related  
17 to any of the parties to this action by blood or  
18 marriage and that I am in no way interested in  
19 the outcome of this matter.  
20  
21  
22  
23  
24  
25

MAUREEN McCORMICK

1  
2 May 29, 2008

3 INDEX

4 WITNESS EXAMINATION BY PAGE

5 Christine Dente Mr. Grannis 3

7 EXHIBITS

8 Plaintiffs' Exhibit 501, Declaration 55

9 Plaintiffs' Exhibit 502, Commercial Invoice 55

10 Plaintiffs' Exhibit 503, Debit Note 57

11 1580 70

12 Plaintiffs' Exhibit 504, Documents Bearing Bates Nos. D 590 through D 600 72

13 Plaintiffs' Exhibit 505, Documents Bearing Bates Nos. D 548 through 551 74

14 Plaintiffs' Exhibit 506, Documents Bearing Bates Nos. 542 through 545 75

15 Plaintiffs' Exhibit 507, Documents Bearing Bates Nos. 535 through 539 77

16 Plaintiffs' Exhibit 508, Documents Bearing Bates Nos. 857 through 858 86

17 Plaintiffs' Exhibit 509, Documents Bearing Bates Nos. 841 through 856 89

18 Plaintiffs' Exhibit 510, Document Bearing Bates Nos. 829 through 838 91

19 Plaintiffs' Exhibit 511, Documents Bearing Bates Nos. 820 through 822 94

20 Plaintiffs' Exhibit 512, Documents Bearing Bates Nos. 764 through 784

142

1

2

3 May 29, 2008

4 INDEX (Continued)

5  
6 Plaintiffs' Exhibit 513, Documents Bearing Bates Nos. 79 through 89 100

7 Plaintiffs' Exhibit 514, Document 107

8 Plaintiffs' Exhibit 515, Document 110

9 Plaintiffs' Exhibit 516, Tax Return 111

10 Plaintiffs' Exhibit 517, 2004 Tax Return 114

11 Plaintiffs' Exhibit 518, Documents 115

12 Plaintiffs' Exhibit 519, Documents Bearing Bates Nos. 1359 through 1383 116

13 Plaintiffs' Exhibit 520, Collection of Documents 125

14 REQUESTS: 16, 27, 28, 45, 81, 103, 104, 118, 130

15

16

17

18

19

20

21

22

23

24

25

<b>\$</b>	<b>14</b> [1] - 112:2 <b>15</b> [2] - 118:3, 126:9 <b>1580</b> [3] - 57:13, 57:15, 141:11 <b>16</b> [1] - 142:18 <b>1609</b> [1] - 70:5 <b>1630</b> [1] - 72:10 <b>1631</b> [1] - 74:13 <b>1632</b> [1] - 75:23 <b>1634</b> [1] - 77:10 <b>1635</b> [1] - 86:22 <b>1642</b> [1] - 89:3 <b>1644</b> [1] - 91:20 <b>1654</b> [1] - 94:21 <b>179.31</b> [1] - 89:9 <b>18</b> [6] - 88:11, 88:19, 112:17, 115:5, 116:19, 116:24 <b>1985</b> [2] - 5:17, 6:7 <b>1989</b> [2] - 6:7, 6:8 <b>1992</b> [2] - 6:8, 6:12 <b>1994</b> [2] - 6:12, 6:14 <b>1995</b> [2] - 6:14, 6:15 <b>1996</b> [2] - 6:15, 6:16 <b>1:33</b> [1] - 110:3	<b>2:40</b> [1] - 137:3	<b>520</b> [4] - 125:10, 125:14, 130:15, 142:15 <b>535</b> [3] - 75:19, 75:23, 141:18 <b>539</b> [3] - 75:19, 75:24, 141:18 <b>542</b> [3] - 74:14, 74:16, 141:16 <b>545</b> [3] - 74:14, 74:16, 141:16 <b>548</b> [3] - 72:10, 72:13, 141:15 <b>55</b> [2] - 141:8, 141:9 <b>551</b> [3] - 72:11, 72:13, 141:15 <b>57</b> [1] - 141:10 <b>590</b> [6] - 70:4, 70:7, 71:5, 71:18, 71:19, 141:13 <b>592</b> [4] - 70:16, 71:2, 71:5, 71:18 <b>597</b> [2] - 17:12, 68:3
<b>\$10</b> [1] - 11:10 <b>\$10,000</b> [2] - 47:17, 47:21 <b>\$100</b> [1] - 11:13 <b>\$150,000</b> [1] - 110:20 <b>\$4.30</b> [2] - 59:21, 61:4 <b>\$55,479.70</b> [1] - 60:20 <b>\$61,722.51</b> [1] - 60:10 <b>\$700,000</b> [1] - 119:10		<b>3</b>	
<b>0</b>		<b>4</b>	
<b>06</b> [1] - 88:11		<b>4</b> [2] - 116:19, 136:10 <b>4.30</b> [1] - 60:3 <b>4.50</b> [3] - 59:23, 60:3, 61:16 <b>45</b> [1] - 142:18	
<b>07</b> [1] - 1:7 <b>07090</b> [2] - 4:11, 62:21		<b>5</b>	
<b>1</b>		<b>5</b> [1] - 11:7 <b>50</b> [3] - 9:11, 9:12, 30:8 <b>50-50</b> [1] - 8:9 <b>501</b> [3] - 55:13, 55:22, 141:8 <b>502</b> [4] - 55:12, 55:15, 55:24, 141:9 <b>503</b> [6] - 57:12, 57:14, 68:14, 72:22, 72:24, 141:11 <b>504</b> [3] - 70:3, 70:6, 141:12 <b>505</b> [5] - 72:9, 72:12, 73:13, 74:20, 141:14 <b>506</b> [3] - 74:13, 74:15, 141:16 <b>507</b> [4] - 75:15, 75:18, 75:22, 141:17 <b>508</b> [5] - 77:10, 77:12, 87:9, 87:19, 141:19 <b>509</b> [5] - 86:21, 86:24, 87:20, 88:4, 141:20 <b>510</b> [3] - 89:2, 89:5, 141:22 <b>511</b> [3] - 91:19, 91:22, 141:23 <b>512</b> [3] - 94:19, 94:22, 141:25 <b>513</b> [3] - 100:6, 100:9, 142:6 <b>514</b> [3] - 107:4, 107:15, 142:7 <b>515</b> [3] - 110:11, 110:12, 142:8 <b>516</b> [3] - 111:10, 111:12, 142:10 <b>517</b> [3] - 114:19, 114:22, 142:11 <b>518</b> [3] - 115:19, 115:21, 142:12 <b>519</b> [3] - 116:9, 116:11, 142:14	
<b>1</b> [1] - 30:7 <b>1,634,000</b> [1] - 112:6 <b>1,752,201</b> [1] - 112:18 <b>1/30/2005</b> [1] - 101:25 <b>10</b> [5] - 12:11, 30:7, 30:10, 30:14, 110:10 <b>10,000</b> [3] - 78:12, 78:14, 122:11 <b>100</b> [3] - 17:19, 122:5, 142:6 <b>10001-3904</b> [1] - 2:13 <b>10020</b> [2] - 1:17, 2:7 <b>103</b> [1] - 142:18 <b>104</b> [1] - 142:18 <b>107</b> [1] - 142:7 <b>10:02</b> [1] - 1:11 <b>110</b> [1] - 142:8 <b>111</b> [1] - 142:9 <b>11262</b> [3] - 110:11, 110:13, 142:9 <b>114</b> [1] - 142:10 <b>115</b> [1] - 142:12 <b>116</b> [1] - 142:13 <b>118</b> [1] - 142:18 <b>121375</b> [1] - 59:14 <b>125</b> [1] - 142:15 <b>130</b> [1] - 142:18 <b>1321</b> [1] - 114:21 <b>1346</b> [1] - 114:21 <b>135</b> [1] - 56:13 <b>1359</b> [3] - 115:20, 115:22, 142:13 <b>1383</b> [3] - 115:20, 115:22, 142:13 <b>1384</b> [3] - 116:10, 116:12, 142:14 <b>1387</b> [1] - 117:22 <b>1393</b> [3] - 116:10, 116:12, 142:14	<b>2</b>		<b>6</b>
	<b>2,583,000</b> [1] - 115:7 <b>20</b> [1] - 60:2 <b>2000</b> [1] - 40:20 <b>2001</b> [5] - 6:16, 6:18, 7:8, 7:11, 40:20 <b>2002</b> [9] - 22:18, 40:3, 40:21, 40:23, 41:5, 41:7, 79:19, 81:19, 103:13 <b>2003</b> [6] - 111:11, 111:18, 112:5, 112:10, 119:5, 119:7 <b>2004</b> [6] - 114:19, 114:22, 115:2, 119:5, 119:7, 142:11 <b>2005</b> [12] - 9:3, 17:15, 27:5, 28:2, 115:15, 116:2, 116:3, 119:8, 120:18, 120:20, 126:9 <b>2006</b> [19] - 8:18, 8:24, 22:18, 27:6, 28:10, 73:21, 75:8, 79:11, 80:5, 80:12, 82:3, 102:2, 103:14, 115:16, 116:15, 118:13, 119:8, 120:18, 132:19 <b>2007</b> [11] - 22:23, 22:25, 28:17, 62:9, 76:25, 77:4, 77:6, 102:4, 102:11, 132:19 <b>2008</b> [5] - 1:11, 138:2, 139:12, 141:2, 142:3 <b>22</b> [2] - 102:4, 102:10 <b>25</b> [1] - 55:5 <b>27</b> [1] - 142:18 <b>28</b> [2] - 102:2, 142:18 <b>29</b> [4] - 1:11, 138:2, 141:2, 142:3		<b>7</b>
			<b>7</b> [1] - 42:19 <b>7/19</b> [1] - 88:12 <b>7/23</b> [1] - 88:12 <b>70</b> [2] - 119:17, 141:12 <b>72</b> [1] - 141:14 <b>74</b> [1] - 141:15 <b>740,000</b> [1] - 119:7 <b>75</b> [1] - 141:17 <b>764</b> [3] - 94:20, 94:23, 141:25 <b>77</b> [1] - 141:18 <b>784</b> [3] - 94:20, 94:23, 141:25 <b>79</b> [3] - 100:8, 100:10, 142:6
			<b>8</b>
			<b>8</b> [5] - 30:9, 30:14, 60:24, 61:22, 61:23 <b>809</b> [1] - 56:13 <b>81</b> [4] - 101:24, 103:18, 105:23, 142:18 <b>820</b> [3] - 91:20, 91:23, 141:24 <b>821</b> [1] - 91:25 <b>822</b> [3] - 91:21, 91:23, 141:24 <b>829</b> [3] - 89:4, 89:6, 141:22 <b>837</b> [1] - 90:5

<p>838 [3] - 89:4, 89:6, 141:22  841 [3] - 86:22, 86:25,  141:21  842 [1] - 88:11  843 [1] - 88:3  856 [3] - 86:23, 86:25,  141:21  857 [3] - 77:11, 77:13,  141:19  858 [3] - 77:11, 77:13,  141:19  86 [1] - 141:20  87 [1] - 105:18  89 [4] - 100:8, 100:10,  141:21, 142:6</p>	<p>58:9, 58:10, 58:12, 58:13,  58:17, 59:6, 59:11, 101:22  add [5] - 42:10, 78:4, 78:16,  78:19, 136:7  addition [3] - 57:6, 86:7,  104:11  additional [3] - 49:8, 49:23,  80:19  address [2] - 62:19, 68:6  administer [1] - 3:10  admission [1] - 134:16  advance [2] - 48:12, 131:9  advanced [1] - 90:2  advise [3] - 84:20, 84:24,  84:25  Advise [1] - 85:3  advised [1] - 83:12  affect [1] - 37:21  AFTERNOON [1] - 110:2  agency [1] - 32:8  ago [1] - 38:16  agree [11] - 50:19, 86:2,  97:15, 112:8, 112:11,  112:13, 112:14, 112:15,  122:24, 128:22, 130:14  AGREED [3] - 3:4, 3:8, 3:12  agreed [9] - 46:5, 46:10,  58:23, 59:20, 68:22, 77:24,  91:4, 91:9, 98:8  agreement [1] - 134:8  ahead [6] - 20:17, 21:17,  39:11, 50:8, 51:2, 106:21  aircraft [1] - 97:10  aired [1] - 97:8  airplane [1] - 99:10  airway [1] - 126:7  al [1] - 42:3  allegations [1] - 42:5  Allen [10] - 7:10, 7:11, 7:16,  8:9, 8:14, 8:22, 8:24, 9:21,  112:23, 117:16  Allen's [2] - 9:13, 9:15  allow [2] - 124:17, 125:7  allowance [5] - 58:20, 59:3,  59:12, 60:2, 60:21  allowances [1] - 58:4  almost [2] - 108:23, 129:7  ALP [1] - 2:19  Alp [1] - 135:25  ALSO [1] - 2:17  Alyssa [1] - 100:12  Ambiguous [1] - 54:20  ambiguous [1] - 64:17  amenable [2] - 17:7, 128:12  amend [1] - 44:19  amending [3] - 40:22,  43:19, 44:14  amount [19] - 13:22, 29:14,  29:18, 45:13, 45:18, 46:25,</p>	<p>58:12, 58:14, 68:24, 69:6,  69:7, 69:8, 77:24, 89:8,  113:9, 113:10, 118:19,  122:3, 123:13  amounts [2] - 128:8, 134:7  Analysis [1] - 111:22  AND [3] - 3:4, 3:8, 3:12  ANN [5] - 1:14, 4:2, 110:4,  139:8, 140:11  Ann [1] - 4:8  Answer [1] - 78:9  answer [30] - 5:7, 12:6,  19:20, 20:17, 20:18, 21:15,  26:16, 40:22, 41:4, 43:19,  45:17, 47:7, 52:11, 52:12,  52:16, 54:6, 54:11, 54:22,  54:23, 54:24, 54:25, 65:14,  65:17, 81:22, 84:3, 99:17,  115:15, 123:18, 123:19,  124:14  answered [4] - 54:7, 54:20,  75:6, 128:15  answering [4] - 5:2, 11:25,  43:10, 125:8  apartment [1] - 111:5  apologize [2] - 56:14, 68:15  apparel [9] - 7:24, 12:21,  14:10, 14:11, 14:14, 43:3,  45:5, 45:9, 45:10  Apparel [7] - 6:15, 6:16,  6:19, 6:22, 7:6, 7:18, 45:3  appear [2] - 15:16, 104:12  APPEARANCES [1] - 2:2  applies [1] - 87:25  apply [1] - 107:12  appoint [1] - 96:7  appreciate [1] - 81:25  approach [7] - 123:11,  128:2, 128:23, 129:20,  130:8, 130:14, 132:12  appropriate [3] - 113:23,  128:10, 132:13  approval [7] - 31:23, 36:19,  36:20, 49:12, 49:16, 49:19,  124:11  approvals [1] - 49:12  approved [1] - 98:12  approximate [1] - 62:6  April [2] - 77:6, 132:19  AQL [14] - 121:18, 121:19,  122:14, 122:24, 123:3,  123:6, 123:15, 123:25,  124:6, 124:10, 124:16,  124:23, 125:2, 125:5  arbitrarily [1] - 48:11  area [8] - 64:15, 64:20,  64:23, 64:25, 121:24,  122:16, 125:9, 135:8  areas [1] - 64:22  arising [1] - 10:10</p>	<p>arrange [1] - 31:25  arranged [1] - 56:25  arrive [2] - 48:24, 99:10  arrived [2] - 118:18, 136:16  arriving [1] - 96:10  articles [1] - 135:9  ascertain [1] - 122:4  assets [6] - 112:2, 112:5,  113:11, 113:15, 114:4,  136:12  assist [1] - 62:15  assume [5] - 67:10, 82:13,  102:24, 103:12, 112:16  assure [1] - 48:24  Atateks [149] - 18:21, 20:21,  22:5, 22:15, 22:18, 24:8,  24:12, 24:13, 24:14, 24:18,  24:23, 25:4, 26:21, 27:3,  27:20, 27:22, 29:5, 29:11,  29:15, 30:17, 30:18, 30:24,  31:17, 31:22, 32:19, 32:25,  33:2, 33:18, 33:20, 34:5,  34:8, 37:13, 37:17, 37:25,  38:15, 39:14, 39:17, 39:19,  39:23, 40:4, 40:8, 40:15,  40:18, 43:14, 43:21, 43:24,  44:4, 44:7, 44:11, 45:24,  46:2, 46:6, 46:13, 47:20,  48:8, 49:7, 50:5, 50:10,  50:11, 50:14, 50:17, 51:7,  51:10, 52:2, 52:21, 56:20,  57:2, 57:6, 58:2, 58:10,  58:18, 59:2, 59:5, 59:8,  59:20, 61:3, 61:11, 61:19,  68:20, 73:2, 73:13, 73:24,  73:25, 74:9, 75:9, 76:5,  76:15, 79:16, 80:4, 80:11,  80:15, 81:2, 82:10, 83:12,  84:5, 84:16, 85:21, 86:3,  86:8, 87:12, 93:13, 93:21,  94:4, 95:17, 95:18, 95:22,  95:24, 96:19, 96:22, 97:11,  97:17, 97:18, 97:21, 98:9,  98:19, 98:21, 99:9, 99:11,  103:8, 103:20, 104:4, 104:6,  104:18, 104:21, 105:8,  105:11, 106:17, 107:21,  108:2, 110:19, 118:20,  118:22, 119:2, 119:23,  119:25, 120:21, 121:8,  121:10, 129:12, 129:16,  132:17, 132:21, 132:22,  135:7, 135:11, 135:20  ATATEKS [2] - 1:4, 1:4  Atateks's [3] - 79:6, 80:24,  81:9  attach [1] - 71:25  attached [8] - 61:14, 71:24,  92:15, 93:5, 93:8, 104:9,  104:10, 107:24</p>
<p><b>9</b></p>			
<p>91 [1] - 141:23  935 [3] - 4:10, 62:20, 68:2  94 [1] - 141:24</p>			
<p><b>A</b></p>			
<p>a.m [1] - 1:11  A.S [1] - 1:4  ability [1] - 107:23  able [12] - 38:18, 52:16,  59:9, 73:25, 75:9, 80:10,  85:6, 85:7, 85:10, 102:25,  106:4, 131:11  Absolutely [8] - 5:8, 6:4,  22:16, 30:15, 69:23, 86:6,  90:16, 106:22  absolutely [2] - 81:23, 82:8  absorb [3] - 48:9, 52:4,  91:5  absorbed [1] - 90:6  abused [1] - 135:12  acceptable [4] - 123:7,  123:8, 123:23, 124:3  according [1] - 135:7  account [1] - 68:4  accountants [2] - 117:20,  136:23  accounting [7] - 114:14,  128:23, 130:2, 130:10,  131:2, 131:4, 131:12  Accounts [2] - 100:7,  117:25  accounts [5] - 117:23,  118:3, 118:5, 130:8, 136:11  acknowledge [3] - 61:18,  108:11, 134:25  acquainted [1] - 9:21  acting [2] - 25:13, 25:25  action [4] - 50:16, 50:17,  55:19, 140:17  active [2] - 10:20, 18:3  actively [1] - 22:19  actual [10] - 39:8, 58:8,</p>			

<p><b>attachment</b> [1] - 93:5  <b>attention</b> [4] - 42:18, 90:4, 111:20, 115:3  <b>Attorney</b> [1] - 2:5  <b>attorneys</b> [3] - 133:3, 133:4, 133:5  <b>Attorneys</b> [1] - 2:11  <b>attribute</b> [2] - 88:6, 88:14  <b>audited</b> [1] - 135:14  <b>authorized</b> [1] - 3:10  <b>automatically</b> [1] - 91:11  <b>available</b> [1] - 97:2  <b>Avenue</b> [3] - 1:16, 2:6, 2:12  <b>average</b> [1] - 123:23  <b>aware</b> [1] - 85:21</p>	<p>86:25, 89:4, 89:6, 91:20, 91:23, 94:20, 94:23, 100:8, 100:10, 101:24, 107:5, 107:8, 107:10, 107:12, 110:11, 110:13, 114:20, 115:20, 115:22, 116:9, 116:12, 141:13, 141:15, 141:16, 141:18, 141:21, 141:22, 141:24, 141:25, 142:6, 142:9, 142:13, 142:14  <b>BATES</b> [1] - 70:20  <b>Bats</b> [2] - 77:13, 141:19  <b>bearing</b> [11] - 70:3, 74:13, 75:23, 86:22, 91:20, 94:19, 100:7, 101:24, 107:4, 115:19, 116:9  <b>Bearing</b> [26] - 70:7, 72:13, 74:16, 75:19, 77:13, 86:25, 89:6, 91:23, 94:23, 100:10, 110:13, 115:22, 116:12, 141:13, 141:15, 141:16, 141:18, 141:19, 141:21, 141:22, 141:24, 141:25, 142:6, 142:9, 142:13, 142:14  <b>bears</b> [1] - 72:9  <b>became</b> [1] - 119:12  <b>become</b> [2] - 9:21, 74:10  <b>begin</b> [2] - 5:2, 65:21  <b>Begin</b> [1] - 101:25  <b>beginning</b> [5] - 20:14, 21:8, 30:21, 103:18, 117:3  <b>behalf</b> [1] - 93:25  <b>behind</b> [1] - 126:4  <b>belief</b> [1] - 114:8  <b>below</b> [1] - 103:21  <b>Below</b> [1] - 105:23  <b>best</b> [4] - 28:22, 35:14, 36:18, 71:12  <b>better</b> [4] - 4:21, 5:4, 31:10, 93:9  <b>between</b> [22] - 3:5, 15:24, 16:6, 23:7, 27:5, 30:9, 34:7, 38:4, 38:9, 38:13, 46:13, 58:7, 58:24, 59:4, 59:10, 60:3, 72:7, 94:2, 100:22, 101:3, 123:6, 132:19  <b>big</b> [1] - 64:20  <b>bill</b> [1] - 60:24  <b>billion</b> [4] - 11:16, 11:20, 11:24, 12:5  <b>bills</b> [2] - 126:6, 126:7  <b>blame</b> [1] - 54:17  <b>blamed</b> [3] - 134:21, 134:22  <b>blood</b> [1] - 140:17  <b>blows</b> [1] - 99:10  <b>bond</b> [1] - 134:4  <b>bottom</b> [3] - 70:17, 71:3, 92:24  <b>bought</b> [1] - 24:18  <b>Boulevard</b> [5] - 6:16, 6:19,</p>	<p>6:22, 7:6, 7:18  <b>boxes</b> [1] - 96:16  <b>break</b> [3] - 55:7, 72:5, 109:7  <b>brief</b> [1] - 5:18  <b>briefly</b> [1] - 34:14  <b>bring</b> [1] - 75:11  <b>bringing</b> [1] - 133:23  <b>broad</b> [2] - 19:25, 98:15  <b>broadest</b> [1] - 20:7  <b>Broadway</b> [2] - 17:12, 68:3  <b>brought</b> [6] - 37:10, 74:4, 74:8, 94:14, 95:8, 133:22  <b>Bruce</b> [4] - 7:10, 112:23, 114:14, 117:16  <b>bulk</b> [1] - 82:19  <b>Burke</b> [2] - 15:10, 15:19  <b>Business</b> [1] - 67:14  <b>business</b> [59] - 5:19, 6:21, 7:14, 7:19, 8:8, 9:5, 9:23, 13:22, 14:3, 14:5, 14:7, 22:17, 22:19, 22:24, 23:15, 23:22, 23:23, 23:24, 24:16, 27:19, 27:21, 29:4, 30:10, 34:21, 35:22, 38:18, 40:3, 40:15, 40:21, 42:21, 52:5, 53:11, 53:15, 54:8, 61:6, 62:22, 62:25, 66:4, 67:16, 67:18, 68:23, 69:5, 78:25, 79:16, 80:8, 95:4, 98:2, 99:19, 103:13, 117:18, 127:17, 128:24, 129:24, 130:2, 134:2, 134:3, 136:14  <b>businesses</b> [1] - 23:19  <b>buy</b> [4] - 14:9, 29:14, 35:17, 82:23  <b>buyer</b> [2] - 9:22, 100:16  <b>buying</b> [7] - 25:15, 25:19, 25:24, 26:15, 30:19, 31:16, 38:21  <b>BY</b> [5] - 2:14, 4:6, 55:10, 110:7, 141:4  <b>BYLER</b> [34] - 2:14, 19:16, 19:23, 20:16, 21:16, 26:6, 31:7, 39:10, 41:24, 44:13, 50:7, 50:25, 54:2, 54:19, 55:4, 70:23, 74:21, 77:3, 87:9, 87:18, 105:6, 106:20, 107:14, 108:19, 113:16, 116:3, 127:4, 128:17, 129:11, 129:14, 130:13, 131:14, 132:6, 137:2</p>	<p><b>cancelled</b> [1] - 74:3  <b>capital</b> [1] - 113:4  <b>career</b> [1] - 5:19  <b>Caron</b> [2] - 6:14, 7:18  <b>carton</b> [1] - 89:15  <b>cartons</b> [1] - 89:19  <b>case</b> [38] - 29:22, 42:3, 42:6, 42:7, 42:10, 47:23, 48:2, 48:10, 49:7, 50:22, 52:9, 52:12, 53:13, 57:9, 61:15, 75:2, 75:4, 76:4, 76:25, 80:17, 95:9, 99:15, 105:20, 128:8, 129:5, 129:17, 131:5  <b>case-by-case</b> [9] - 48:2, 48:10, 52:12, 53:13, 57:9, 75:4, 80:17, 99:15, 129:5  <b>cases</b> [6] - 37:12, 37:16, 52:18, 57:4, 93:16, 94:3  <b>categories</b> [6] - 23:3, 23:5, 23:11, 23:18, 23:21, 24:4  <b>causes</b> [2] - 120:9, 120:12  <b>cell</b> [2] - 63:8, 66:15  <b>Central</b> [1] - 42:4  <b>cents</b> [1] - 60:2  <b>certain</b> [19] - 8:13, 12:15, 24:22, 25:3, 26:9, 26:11, 29:14, 35:18, 46:25, 50:4, 57:7, 77:24, 82:20, 96:5, 111:6, 121:19, 122:2, 122:3, 123:12  <b>CERTIFICATE</b> [1] - 140:2  <b>certificate</b> [3] - 100:2, 100:3, 125:7  <b>certificates</b> [1] - 32:4  <b>certify</b> [2] - 140:10, 140:16  <b>change</b> [3] - 44:19, 72:25, 74:7  <b>CHANGE/REASON</b> [1] - 138:6  <b>changing</b> [2] - 41:4, 44:15  <b>charge</b> [9] - 52:23, 60:13, 74:9, 80:25, 81:15, 91:3, 101:12, 102:18, 103:3  <b>chargeback</b> [26] - 46:3, 46:25, 47:9, 47:16, 47:21, 48:9, 48:15, 48:17, 51:20, 52:14, 52:19, 52:22, 53:3, 53:6, 54:15, 54:18, 79:10, 80:11, 88:10, 88:14, 89:22, 91:10, 91:14, 92:7, 92:8, 103:8  <b>chargebacks</b> [29] - 45:24, 46:5, 46:10, 47:3, 47:4, 47:24, 48:3, 48:5, 48:11, 51:5, 51:15, 52:3, 76:23, 82:3, 84:21, 85:3, 86:14, 87:11, 90:15, 98:5, 101:18, 101:20, 102:11, 103:24, 104:20, 127:24, 130:7,</p>
<p><b>B</b></p> <p><b>backed</b> [1] - 126:13  <b>backing</b> [1] - 108:7  <b>backup</b> [2] - 71:19, 131:13  <b>Baer</b> [3] - 108:21, 131:6, 131:7  <b>Bahar</b> [5] - 46:14, 132:15, 133:8, 133:9, 133:11  <b>ball</b> [3] - 50:4, 50:13, 131:20  <b>bank</b> [1] - 59:8  <b>banking</b> [1] - 73:5  <b>bar</b> [1] - 113:22  <b>base</b> [1] - 75:10  <b>Based</b> [2] - 103:25, 104:9  <b>based</b> [8] - 9:24, 27:18, 38:24, 39:6, 52:14, 62:24, 107:2, 123:14  <b>basis</b> [18] - 29:23, 37:8, 37:14, 48:2, 48:10, 52:12, 53:13, 57:9, 61:7, 73:23, 74:6, 75:5, 80:17, 95:5, 99:15, 121:12, 128:24, 129:5  <b>Basul</b> [55] - 13:15, 13:25, 14:9, 14:14, 18:20, 19:20, 19:21, 20:21, 24:22, 25:4, 32:13, 32:14, 32:16, 32:18, 33:11, 33:12, 33:13, 33:19, 43:22, 44:4, 44:6, 44:8, 44:10, 46:12, 58:25, 61:18, 73:23, 92:2, 92:9, 92:11, 92:13, 92:16, 92:25, 93:6, 94:4, 94:10, 99:23, 103:20, 103:21, 104:5, 105:11, 105:13, 105:18, 105:23, 105:25, 106:2, 106:4, 120:23, 133:7, 134:21, 135:22  <b>Basul's</b> [2] - 92:15, 120:22  <b>Bates</b> [47] - 70:4, 70:7, 70:16, 70:18, 70:20, 70:24, 72:10, 72:13, 74:13, 74:16, 75:19, 75:23, 77:10, 86:22,</p>	<p><b>B</b></p> <p><b>backed</b> [1] - 126:13  <b>backing</b> [1] - 108:7  <b>backup</b> [2] - 71:19, 131:13  <b>Baer</b> [3] - 108:21, 131:6, 131:7  <b>Bahar</b> [5] - 46:14, 132:15, 133:8, 133:9, 133:11  <b>ball</b> [3] - 50:4, 50:13, 131:20  <b>bank</b> [1] - 59:8  <b>banking</b> [1] - 73:5  <b>bar</b> [1] - 113:22  <b>base</b> [1] - 75:10  <b>Based</b> [2] - 103:25, 104:9  <b>based</b> [8] - 9:24, 27:18, 38:24, 39:6, 52:14, 62:24, 107:2, 123:14  <b>basis</b> [18] - 29:23, 37:8, 37:14, 48:2, 48:10, 52:12, 53:13, 57:9, 61:7, 73:23, 74:6, 75:5, 80:17, 95:5, 99:15, 121:12, 128:24, 129:5  <b>Basul</b> [55] - 13:15, 13:25, 14:9, 14:14, 18:20, 19:20, 19:21, 20:21, 24:22, 25:4, 32:13, 32:14, 32:16, 32:18, 33:11, 33:12, 33:13, 33:19, 43:22, 44:4, 44:6, 44:8, 44:10, 46:12, 58:25, 61:18, 73:23, 92:2, 92:9, 92:11, 92:13, 92:16, 92:25, 93:6, 94:4, 94:10, 99:23, 103:20, 103:21, 104:5, 105:11, 105:13, 105:18, 105:23, 105:25, 106:2, 106:4, 120:23, 133:7, 134:21, 135:22  <b>Basul's</b> [2] - 92:15, 120:22  <b>Bates</b> [47] - 70:4, 70:7, 70:16, 70:18, 70:20, 70:24, 72:10, 72:13, 74:13, 74:16, 75:19, 75:23, 77:10, 86:22,</p>	<p><b>C</b></p> <p><b>C&amp;C</b> [1] - 41:25  <b>calculation</b> [1] - 125:17  <b>calendar</b> [2] - 50:16, 50:18  <b>California</b> [1] - 42:4  <b>cancellations</b> [2] - 48:20, 119:20</p>	<p><b>C</b></p> <p><b>cancelled</b> [1] - 74:3  <b>capital</b> [1] - 113:4  <b>career</b> [1] - 5:19  <b>Caron</b> [2] - 6:14, 7:18  <b>carton</b> [1] - 89:15  <b>cartons</b> [1] - 89:19  <b>case</b> [38] - 29:22, 42:3, 42:6, 42:7, 42:10, 47:23, 48:2, 48:10, 49:7, 50:22, 52:9, 52:12, 53:13, 57:9, 61:15, 75:2, 75:4, 76:4, 76:25, 80:17, 95:9, 99:15, 105:20, 128:8, 129:5, 129:17, 131:5  <b>case-by-case</b> [9] - 48:2, 48:10, 52:12, 53:13, 57:9, 75:4, 80:17, 99:15, 129:5  <b>cases</b> [6] - 37:12, 37:16, 52:18, 57:4, 93:16, 94:3  <b>categories</b> [6] - 23:3, 23:5, 23:11, 23:18, 23:21, 24:4  <b>causes</b> [2] - 120:9, 120:12  <b>cell</b> [2] - 63:8, 66:15  <b>Central</b> [1] - 42:4  <b>cents</b> [1] - 60:2  <b>certain</b> [19] - 8:13, 12:15, 24:22, 25:3, 26:9, 26:11, 29:14, 35:18, 46:25, 50:4, 57:7, 77:24, 82:20, 96:5, 111:6, 121:19, 122:2, 122:3, 123:12  <b>CERTIFICATE</b> [1] - 140:2  <b>certificate</b> [3] - 100:2, 100:3, 125:7  <b>certificates</b> [1] - 32:4  <b>certify</b> [2] - 140:10, 140:16  <b>change</b> [3] - 44:19, 72:25, 74:7  <b>CHANGE/REASON</b> [1] - 138:6  <b>changing</b> [2] - 41:4, 44:15  <b>charge</b> [9] - 52:23, 60:13, 74:9, 80:25, 81:15, 91:3, 101:12, 102:18, 103:3  <b>chargeback</b> [26] - 46:3, 46:25, 47:9, 47:16, 47:21, 48:9, 48:15, 48:17, 51:20, 52:14, 52:19, 52:22, 53:3, 53:6, 54:15, 54:18, 79:10, 80:11, 88:10, 88:14, 89:22, 91:10, 91:14, 92:7, 92:8, 103:8  <b>chargebacks</b> [29] - 45:24, 46:5, 46:10, 47:3, 47:4, 47:24, 48:3, 48:5, 48:11, 51:5, 51:15, 52:3, 76:23, 82:3, 84:21, 85:3, 86:14, 87:11, 90:15, 98:5, 101:18, 101:20, 102:11, 103:24, 104:20, 127:24, 130:7,</p>

<p>134:17, 134:19  <b>charged</b> [9] - 69:14, 73:12, 73:17, 76:5, 76:15, 82:10, 89:9, 103:8, 104:20  <b>charges</b> [11] - 60:13, 60:16, 68:16, 68:17, 73:12, 73:18, 75:2, 76:4, 76:9, 76:13, 86:13  <b>charging</b> [2] - 68:20, 74:25  <b>check</b> [41] - 10:25, 11:5, 11:8, 11:11, 11:14, 11:17, 12:2, 12:12, 12:14, 12:18, 14:2, 16:20, 28:6, 28:13, 57:3, 57:8, 62:4, 65:23, 66:2, 68:12, 75:4, 75:12, 76:21, 77:7, 78:22, 79:9, 80:6, 80:7, 80:14, 81:3, 81:5, 81:6, 81:8, 81:23, 84:12, 88:21, 94:13, 99:21, 99:23, 103:11, 127:19  <b>checked</b> [2] - 28:8, 68:18  <b>checking</b> [1] - 81:25  <b>Cheung</b> [3] - 9:18, 9:19, 9:22  <b>chooses</b> [1] - 82:20  <b>chose</b> [2] - 48:7, 52:2  <b>chosen</b> [3] - 80:16, 80:22, 123:13  <b>CHRISTINE</b> [5] - 1:14, 4:2, 110:4, 139:8, 140:11  <b>Christine</b> [4] - 4:8, 17:17, 42:9, 141:5  <b>circumstance</b> [2] - 54:5, 90:23  <b>circumstances</b> [9] - 53:18, 53:20, 53:25, 54:13, 54:16, 74:25, 90:21, 94:7, 99:16  <b>city</b> [1] - 66:6  <b>City</b> [1] - 64:3  <b>Civ</b> [1] - 1:7  <b>claim</b> [3] - 100:14, 135:8, 135:10  <b>claiming</b> [1] - 108:8  <b>claims</b> [3] - 48:19, 101:22, 135:20  <b>clarification</b> [1] - 44:18  <b>clarified</b> [2] - 44:21, 136:23  <b>clarify</b> [6] - 20:5, 21:7, 41:9, 56:16, 69:12, 87:22  <b>class</b> [1] - 104:3  <b>clear</b> [10] - 9:14, 19:9, 21:8, 21:13, 21:14, 30:20, 31:4, 56:14, 118:21, 136:13  <b>clearly</b> [2] - 5:7, 86:11  <b>client</b> [3] - 47:24, 126:3, 129:10  <b>clients</b> [1] - 86:17  <b>clipped</b> [1] - 127:19  <b>close</b> [1] - 99:6  <b>code</b> [1] - 104:3  <b>Cohen</b> [1] - 114:14</p>	<p><b>collect</b> [1] - 103:4  <b>collected</b> [1] - 60:15  <b>collection</b> [2] - 122:9, 125:13  <b>Collection</b> [2] - 125:10, 142:15  <b>collectively</b> [2] - 9:3, 52:7  <b>college</b> [3] - 5:9, 5:11, 6:6  <b>colors</b> [1] - 36:22  <b>Column</b> [1] - 116:21  <b>columns</b> [1] - 86:12  <b>coming</b> [1] - 50:10  <b>comment</b> [6] - 50:24, 51:3, 114:10, 126:11, 126:15, 131:14  <b>comments</b> [1] - 76:12  <b>Commercial</b> [2] - 55:15, 141:9  <b>commercial</b> [4] - 55:25, 56:7, 59:7, 99:25  <b>commercially</b> [5] - 10:20, 123:7, 123:8, 123:23, 124:3  <b>commission</b> [16] - 24:11, 27:10, 27:18, 32:18, 32:23, 33:5, 38:20, 38:23, 38:24, 39:5, 39:7, 108:7, 110:21, 111:4, 126:12, 126:17  <b>Commission</b> [1] - 25:20  <b>commissioned</b> [1] - 27:17  <b>commissions</b> [31] - 20:4, 20:11, 20:25, 21:3, 24:7, 24:22, 25:3, 25:6, 25:16, 25:22, 26:10, 26:22, 27:2, 27:8, 37:25, 39:9, 39:18, 43:17, 43:21, 44:3, 44:8, 44:10, 44:25, 45:8, 45:13, 45:18, 106:16, 107:18, 107:21, 108:2, 125:19  <b>commit</b> [2] - 86:10, 104:12  <b>commitment</b> [2] - 104:15, 104:22  <b>Commitment</b> [2] - 104:16, 104:17  <b>commitments</b> [1] - 108:25  <b>Committee</b> [1] - 135:10  <b>common</b> [2] - 71:12, 79:3  <b>communicated</b> [2] - 84:11, 84:15  <b>Communications</b> [1] - 20:20  <b>communications</b> [2] - 34:6, 134:13  <b>companies</b> [6] - 5:21, 14:7, 14:13, 19:20, 38:10, 127:17  <b>company</b> [18] - 6:5, 6:8, 6:12, 6:13, 17:13, 20:14, 21:10, 25:24, 25:25, 27:17, 27:18, 39:6, 51:4, 62:19, 107:2, 111:7, 112:24, 114:13  <b>Company</b> [2] - 6:6, 42:2</p>	<p><b>competitive</b> [1] - 35:23  <b>compiled</b> [1] - 127:8  <b>complaint</b> [2] - 42:5, 43:11  <b>complete</b> [2] - 49:8, 127:21  <b>computer</b> [2] - 63:16, 63:18  <b>concentrated</b> [1] - 14:3  <b>concern</b> [1] - 42:6  <b>concerning</b> [2] - 113:21, 127:24  <b>concession</b> [1] - 126:22  <b>conclusions</b> [1] - 44:14  <b>concrete</b> [2] - 47:14, 131:11  <b>conditions</b> [2] - 135:17, 135:19  <b>conducted</b> [1] - 62:23  <b>conference</b> [1] - 131:15  <b>confirm</b> [2] - 92:22, 104:19  <b>confirming</b> [1] - 110:20  <b>conflicting</b> [1] - 135:22  <b>confusing</b> [3] - 26:7, 31:8, 41:15  <b>conjunction</b> [2] - 37:9, 126:3  <b>connection</b> [1] - 72:7  <b>CONNELLY</b> [1] - 2:18  <b>consider</b> [4] - 53:4, 53:8, 54:13, 54:15  <b>consideration</b> [1] - 53:9  <b>considered</b> [9] - 10:15, 53:7, 53:11, 53:12, 53:14, 54:5, 54:8, 65:2, 86:9  <b>considering</b> [1] - 129:3  <b>consigned</b> [1] - 56:23  <b>consultant</b> [2] - 25:13, 26:2  <b>consulting</b> [9] - 17:23, 23:13, 26:3, 26:10, 27:16, 27:17, 39:6, 62:24, 107:2  <b>consumer</b> [2] - 100:21, 123:24  <b>consumers</b> [3] - 82:23, 100:24, 102:20  <b>contact</b> [3] - 40:19, 132:22, 132:24  <b>contacted</b> [3] - 133:6, 133:7, 133:8  <b>contained</b> [1] - 127:2  <b>container</b> [5] - 95:11, 95:12, 96:20, 97:19, 98:22  <b>Containers</b> [1] - 97:17  <b>containers</b> [11] - 95:3, 95:5, 95:7, 95:10, 95:14, 95:15, 96:9, 96:13, 97:3, 97:6  <b>contains</b> [1] - 122:10  <b>CONTINUED</b> [2] - 55:9, 110:6  <b>Continued</b> [1] - 142:4  <b>contract</b> [1] - 129:25  <b>contracted</b> [1] - 32:9</p>	<p><b>contractor</b> [2] - 15:25, 16:7  <b>contractors</b> [1] - 16:14  <b>contracts</b> [1] - 61:7  <b>contribute</b> [3] - 7:11, 52:3, 86:7  <b>contributed</b> [1] - 51:19  <b>control</b> [3] - 61:20, 114:15, 117:17  <b>conversation</b> [2] - 4:19, 4:25  <b>convey</b> [1] - 50:4  <b>conveyances</b> [1] - 108:15  <b>coordinating</b> [1] - 48:23  <b>copy</b> [2] - 56:14, 86:9  <b>Corchado</b> [1] - 18:11  <b>correct</b> [50] - 10:11, 17:9, 17:10, 21:21, 25:5, 26:15, 29:5, 29:17, 37:14, 37:15, 37:18, 37:19, 39:15, 47:2, 47:22, 50:2, 52:20, 52:24, 56:22, 60:12, 61:17, 69:19, 69:20, 73:3, 73:11, 73:14, 73:15, 76:2, 76:6, 77:16, 77:17, 82:24, 83:3, 83:8, 87:21, 90:2, 90:18, 90:19, 95:23, 97:23, 102:12, 102:13, 104:8, 105:15, 110:24, 115:9, 115:17, 120:16, 124:24, 134:17  <b>Correct</b> [22] - 16:4, 21:20, 24:25, 26:13, 58:19, 59:22, 59:25, 60:4, 60:7, 61:17, 62:10, 63:14, 68:22, 70:14, 79:13, 83:4, 85:11, 89:13, 93:15, 97:4, 105:17, 118:9  <b>correctly</b> [2] - 34:16, 95:16  <b>correlate</b> [1] - 127:16  <b>correlates</b> [1] - 127:20  <b>cost</b> [1] - 68:19  <b>counsel</b> [3] - 3:5, 71:8, 129:16  <b>count</b> [1] - 15:11  <b>counterclaims</b> [1] - 129:6  <b>country</b> [2] - 56:8, 66:6  <b>COUNTY</b> [1] - 140:6  <b>couple</b> [4] - 4:17, 7:20, 8:6, 133:2  <b>course</b> [6] - 31:16, 40:8, 42:8, 51:6, 67:8, 131:8  <b>Court</b> [3] - 4:10, 62:20, 68:2  <b>court</b> [2] - 4:22, 5:6  <b>COURT</b> [1] - 1:2  <b>cover</b> [1] - 102:3  <b>create</b> [1] - 78:18  <b>creating</b> [1] - 35:6  <b>credit</b> [7] - 37:13, 58:25, 59:23, 74:2, 92:12, 92:21, 93:2  <b>criticism</b> [1] - 71:11  <b>cross</b> [7] - 104:23, 106:8,</p>
--	---	--	--



107:23, 112:21, 117:9, 118:14, 128:25 <b>crossed</b> [1] - 87:13 <b>crossover</b> [1] - 23:7 <b>current</b> [2] - 17:8, 125:17 <b>customer</b> [6] - 47:4, 58:4, 58:20, 59:3, 59:12, 60:21 <b>cut</b> [2] - 6:25, 61:8	<b>defensive</b> [1] - 134:20 <b>defined</b> [1] - 42:23 <b>delay</b> [3] - 99:8, 119:19, 134:25 <b>delayed</b> [1] - 99:9 <b>delays</b> [9] - 96:21, 97:6, 97:9, 97:10, 98:17, 98:24, 119:22, 120:10, 120:13 <b>deliver</b> [4] - 95:22, 95:24, 120:21, 121:8 <b>delivered</b> [6] - 78:2, 95:5, 97:7, 97:17, 98:11, 121:13 <b>Delivered</b> [1] - 96:11 <b>delivering</b> [1] - 37:9 <b>delivery</b> [3] - 74:2, 96:2, 97:23 <b>demonstrate</b> [1] - 103:16 <b>Dente</b> [22] - 4:8, 4:12, 5:9, 17:17, 42:9, 42:12, 55:19, 55:23, 56:2, 57:17, 70:10, 72:16, 75:25, 77:15, 78:10, 111:9, 111:15, 115:25, 119:3, 125:12, 136:5, 141:5 <b>DENTE</b> [5] - 1:14, 4:2, 110:4, 139:8, 140:11 <b>departed</b> [2] - 132:21, 132:22 <b>Department</b> [3] - 88:11, 88:19, 104:3 <b>department</b> [2] - 88:16, 91:9 <b>departure</b> [1] - 132:17 <b>depended</b> [2] - 29:25, 53:22 <b>deposition</b> [15] - 3:9, 3:13, 4:21, 5:4, 43:25, 107:19, 108:5, 113:24, 127:11, 128:6, 128:11, 128:22, 130:24, 140:12, 140:13 <b>Deposition</b> [1] - 1:14 <b>depositions</b> [1] - 4:18 <b>describe</b> [4] - 39:8, 46:21, 64:9, 94:7 <b>described</b> [1] - 33:10 <b>design</b> [1] - 35:2 <b>designing</b> [1] - 35:8 <b>desk</b> [14] - 64:18, 64:23, 64:25, 65:2, 65:5, 65:7, 65:9, 65:10, 65:20, 65:21, 65:22, 66:3, 66:6 <b>detail</b> [1] - 44:20 <b>details</b> [10] - 35:5, 49:15, 49:24, 91:2, 91:7, 91:9, 118:22, 134:7, 134:24 <b>determination</b> [2] - 52:25, 124:20 <b>determine</b> [6] - 36:17, 44:24, 80:18, 87:25, 88:5, 123:10 <b>determined</b> [4] - 29:21,	121:15, 124:22, 125:2 <b>determining</b> [1] - 54:14 <b>develop</b> [4] - 7:2, 39:25, 40:7, 40:17 <b>developed</b> [5] - 31:21, 40:14, 40:23, 41:5, 41:6 <b>developing</b> [2] - 34:16, 35:3 <b>Developing</b> [2] - 34:17, 34:24 <b>development</b> [2] - 34:19, 35:7 <b>deviation</b> [1] - 76:13 <b>devised</b> [1] - 70:24 <b>differ</b> [1] - 131:10 <b>difference</b> [9] - 15:23, 16:6, 58:7, 59:4, 59:10, 60:3, 60:6, 100:22, 123:5 <b>different</b> [27] - 23:2, 23:5, 23:10, 23:18, 23:19, 23:21, 23:25, 24:3, 24:4, 24:5, 26:17, 34:13, 34:24, 34:25, 41:15, 42:20, 46:8, 57:10, 57:24, 66:3, 69:8, 87:14, 101:4, 120:5, 127:24, 129:19 <b>Different</b> [2] - 23:6, 24:4 <b>differently</b> [1] - 23:14 <b>difficult</b> [2] - 120:17, 120:19 <b>dime</b> [1] - 86:18 <b>direct</b> [12] - 37:8, 41:13, 42:18, 73:22, 74:5, 75:10, 94:9, 94:11, 95:4, 111:20, 115:3, 121:12 <b>directed</b> [1] - 78:15 <b>direction</b> [1] - 49:5 <b>directly</b> [6] - 37:13, 47:3, 49:5, 94:3, 132:25, 134:11 <b>DIS</b> [1] - 1:4 <b>disagree</b> [6] - 114:2, 114:5, 126:25, 127:3, 127:12, 130:23 <b>disallow</b> [1] - 124:17 <b>disclosure</b> [1] - 109:3 <b>discount</b> [22] - 77:19, 77:22, 78:7, 78:21, 78:24, 79:4, 79:10, 80:4, 80:12, 81:10, 81:14, 82:2, 83:7, 83:13, 84:16, 85:24, 86:5, 88:6, 88:12, 89:21, 90:25, 98:10 <b>discounted</b> [1] - 79:8 <b>discounts</b> [3] - 80:24, 82:6, 83:21 <b>discovery</b> [1] - 131:8 <b>discuss</b> [3] - 46:19, 134:6, 134:19 <b>discussing</b> [1] - 72:20 <b>Discussion</b> [6] - 8:12, 26:25, 28:25, 69:25, 75:17,	130:12 <b>discussion</b> [3] - 130:19, 130:21, 136:9 <b>dismissed</b> [1] - 42:11 <b>dispute</b> [3] - 90:5, 90:14, 91:13 <b>distinguish</b> [2] - 94:2, 101:3 <b>distributions</b> [2] - 10:10, 10:14 <b>District</b> [1] - 42:4 <b>DISTRICT</b> [2] - 1:2, 1:2 <b>document</b> [39] - 41:22, 55:21, 55:24, 56:3, 56:10, 57:16, 70:9, 70:11, 70:13, 70:21, 71:2, 72:15, 72:19, 73:3, 74:19, 74:22, 74:23, 74:24, 76:8, 76:10, 84:22, 89:3, 92:19, 101:24, 103:17, 107:13, 107:17, 110:16, 111:14, 111:21, 113:21, 114:7, 114:24, 115:24, 116:14, 118:13, 125:15, 126:2, 130:17 <b>Document</b> [6] - 89:5, 107:15, 110:12, 141:22, 142:7, 142:8 <b>documentation</b> [6] - 69:21, 91:15, 91:16, 92:4, 114:16, 131:13 <b>documents</b> [27] - 56:7, 71:7, 71:13, 71:16, 71:20, 72:3, 72:7, 73:8, 81:21, 84:14, 103:16, 105:7, 106:8, 107:6, 108:4, 108:9, 112:21, 114:12, 117:8, 117:19, 118:15, 125:13, 127:7, 127:9, 127:24, 128:21, 132:2 <b>Documents</b> [24] - 70:6, 72:12, 74:15, 75:18, 77:12, 86:24, 91:22, 94:22, 100:9, 115:21, 116:11, 125:11, 141:12, 141:14, 141:16, 141:17, 141:19, 141:20, 141:23, 141:25, 142:6, 142:12, 142:14, 142:16 <b>dollars</b> [6] - 11:4, 11:16, 11:20, 11:24, 12:5, 12:16 <b>done</b> [21] - 23:17, 23:25, 24:17, 26:10, 27:20, 27:21, 29:22, 46:9, 46:11, 46:15, 48:4, 61:6, 63:2, 66:5, 78:25, 95:4, 109:6, 123:14, 123:21, 127:17, 132:9 <b>door</b> [2] - 95:25, 98:22 <b>doors</b> [1] - 78:3 <b>double</b> [1] - 92:22 <b>down</b> [5] - 5:7, 30:5, 44:17, 59:9 <b>DPCI</b> [4] - 103:25, 104:2,
---	--	---	--



104:9, 104:18 <b>draw</b> [3] - 13:20, 59:9, 106:13 <b>drawn</b> [1] - 10:6 <b>drew</b> [2] - 10:12, 10:13 <b>drop</b> [1] - 50:4 <b>dropped</b> [1] - 50:14 <b>dual</b> [1] - 32:14 <b>due</b> [3] - 97:24, 103:12, 135:2 <b>duly</b> [2] - 4:3, 140:13 <b>Duman</b> [2] - 135:25 <b>DUMAN</b> [1] - 2:19 <b>during</b> [4] - 41:7, 88:18, 108:4, 112:23 <b>duties</b> [1] - 67:9	<b>equipment</b> [1] - 63:3 <b>Eric</b> [5] - 1:15, 81:3, 86:14, 99:20, 129:16 <b>ERIC</b> [1] - 2:4 <b>ERRATA</b> [1] - 138:4 <b>especially</b> [1] - 46:20 <b>Esq</b> [1] - 1:16 <b>ESQ</b> [2] - 2:4, 2:14 <b>essentially</b> [1] - 74:18 <b>establish</b> [4] - 84:14, 93:17, 118:17, 133:25 <b>established</b> [5] - 38:16, 39:5, 66:11, 79:18, 99:6 <b>et</b> [1] - 42:3 <b>evaluated</b> [1] - 121:20 <b>everywhere</b> [1] - 64:16 <b>exact</b> [11] - 5:21, 17:3, 17:4, 33:22, 62:4, 65:25, 83:20, 89:18, 122:23, 128:20, 132:16 <b>Exactly</b> [2] - 31:12, 102:5 <b>exactly</b> [4] - 33:14, 97:13, 132:20 <b>examination</b> [1] - 113:23 <b>EXAMINATION</b> [4] - 4:5, 55:9, 110:6, 141:4 <b>example</b> [2] - 35:9, 91:3 <b>exceeded</b> [1] - 114:3 <b>except</b> [1] - 3:6 <b>exchange</b> [1] - 131:8 <b>exchanged</b> [1] - 132:2 <b>exclude</b> [1] - 53:17 <b>Excuse</b> [1] - 18:8 <b>exhibit</b> [2] - 75:3, 110:9 <b>Exhibit</b> [70] - 55:12, 55:13, 55:15, 55:22, 55:24, 57:12, 57:14, 68:14, 70:3, 70:6, 72:9, 72:12, 72:22, 73:13, 74:13, 74:15, 74:20, 75:15, 75:18, 75:22, 77:9, 77:12, 86:21, 86:24, 87:19, 88:4, 89:2, 89:5, 91:19, 91:22, 94:19, 94:22, 100:6, 100:9, 107:4, 107:15, 110:10, 110:11, 110:12, 111:10, 111:12, 114:19, 114:22, 115:19, 115:21, 116:9, 116:11, 125:10, 125:14, 130:15, 141:8, 141:9, 141:11, 141:12, 141:14, 141:16, 141:17, 141:19, 141:20, 141:22, 141:23, 141:25, 142:6, 142:7, 142:8, 142:10, 142:11, 142:12, 142:14, 142:15 <b>exhibits</b> [1] - 87:4 <b>EXHIBITS</b> [1] - 141:7 <b>expand</b> [2] - 36:25, 121:22 <b>expects</b> [1] - 98:7 <b>expediting</b> [6] - 76:4, 76:9,	76:12, 76:16, 91:4, 91:5 <b>expertise</b> [3] - 121:24, 122:17, 125:9 <b>explain</b> [12] - 17:24, 23:4, 23:20, 57:21, 58:6, 58:19, 59:16, 82:16, 93:4, 105:20, 122:18, 130:25 <b>explained</b> [1] - 92:12 <b>explanation</b> [1] - 130:16 <b>explanatory</b> [1] - 100:19 <b>exported</b> [1] - 56:8 <b>expression</b> [1] - 31:14 <b>extension</b> [1] - 98:9 <b>extracting</b> [1] - 35:5	95:22, 96:20, 97:22 <b>fault</b> [9] - 48:4, 48:14, 52:7, 52:15, 53:10, 53:17, 53:21, 53:24, 134:21 <b>fell</b> [1] - 50:17 <b>felt</b> [5] - 35:14, 36:17, 90:17, 90:21, 134:20 <b>few</b> [5] - 22:2, 48:21, 72:6, 124:13, 125:4 <b>Fifth</b> [3] - 1:16, 2:6, 2:12 <b>fighting</b> [1] - 86:17 <b>figure</b> [4] - 35:18, 47:13, 118:18, 118:20 <b>figured</b> [1] - 35:16 <b>figures</b> [1] - 118:12 <b>file</b> [2] - 81:7, 81:24 <b>filed</b> [2] - 28:18, 42:3 <b>filing</b> [1] - 3:13 <b>fill</b> [2] - 89:12, 89:14 <b>finally</b> [1] - 6:17 <b>financial</b> [2] - 7:13, 117:18 <b>financials</b> [1] - 112:24 <b>fine</b> [2] - 17:6, 82:11 <b>finish</b> [3] - 5:4, 22:11, 84:18 <b>firm</b> [1] - 114:14 <b>first</b> [22] - 6:5, 7:20, 8:5, 58:3, 60:11, 76:10, 78:23, 79:7, 80:3, 85:7, 85:9, 88:9, 89:8, 89:12, 93:2, 108:5, 117:15, 125:14, 126:4, 127:7, 127:19, 128:21 <b>fit</b> [2] - 36:18, 36:22 <b>five</b> [4] - 5:25, 13:6, 13:14, 41:14 <b>flawed</b> [1] - 127:13 <b>FLC</b> [1] - 92:25 <b>flew</b> [1] - 133:20 <b>Floor</b> [1] - 2:12 <b>FOB</b> [7] - 32:6, 58:8, 58:9, 58:15, 59:4, 59:11, 61:23 <b>following</b> [1] - 97:15 <b>follows</b> [2] - 4:4, 110:5 <b>forced</b> [1] - 91:6 <b>FOREIGN</b> [1] - 1:4 <b>form</b> [12] - 3:6, 19:23, 21:16, 26:6, 39:10, 50:7, 50:25, 54:2, 54:19, 77:3, 106:20, 132:25 <b>format</b> [2] - 130:24, 130:25 <b>formed</b> [9] - 6:18, 17:23, 21:10, 27:4, 27:6, 41:18, 42:19, 42:25, 43:6 <b>formula</b> [1] - 30:3 <b>forth</b> [2] - 131:4, 140:12 <b>Fortunately</b> [1] - 44:23 <b>forward</b> [2] - 134:3 <b>forwarder</b> [12] - 37:9, 37:11, 95:8, 96:2, 96:3, 96:7, 96:8, 96:12, 96:18, 99:5, 121:13, 121:15
<b>E</b> <b>e-mail</b> [5] - 46:16, 68:4, 68:6, 76:19, 84:11 <b>E-mail</b> [1] - 46:17 <b>e-mailed</b> [1] - 134:11 <b>earn</b> [11] - 27:2, 27:7, 29:7, 37:25, 38:22, 39:5, 39:9, 43:17, 45:14, 45:19, 60:22 <b>earned</b> [9] - 24:7, 24:11, 25:16, 29:4, 39:6, 43:20, 44:3, 60:10, 60:19 <b>earning</b> [4] - 24:22, 25:17, 26:9, 30:14 <b>ease</b> [1] - 96:17 <b>EDI</b> [1] - 89:16 <b>educate</b> [1] - 47:23 <b>effect</b> [1] - 69:13 <b>effectively</b> [1] - 52:21 <b>effort</b> [1] - 129:18 <b>either</b> [4] - 69:9, 94:3, 124:22, 132:25 <b>electronically</b> [1] - 89:17 <b>eleven</b> [1] - 109:4 <b>eleven-page</b> [1] - 109:4 <b>eliminated</b> [1] - 125:19 <b>employed</b> [1] - 16:18 <b>employee</b> [5] - 15:24, 16:3, 16:6, 18:12, 32:7 <b>employees</b> [9] - 14:20, 14:24, 15:22, 16:11, 16:16, 16:21, 17:8, 18:7, 135:18 <b>employment</b> [1] - 133:9 <b>encounter</b> [1] - 78:23 <b>end</b> [5] - 101:10, 101:25, 112:4, 112:10, 117:4 <b>entered</b> [2] - 61:2, 136:16 <b>entirely</b> [1] - 42:20 <b>entities</b> [4] - 19:15, 43:20, 44:2, 44:9 <b>entitled</b> [6] - 60:5, 70:4, 72:21, 72:23, 86:21, 91:19 <b>entity</b> [1] - 42:20	<b>F</b> <b>F-A-D-D-A-L-L-E-Y</b> [1] - 6:10 <b>fabrics</b> [1] - 24:5 <b>facial</b> [1] - 31:14 <b>facilitate</b> [4] - 31:23, 37:3, 37:7, 83:18 <b>facilitating</b> [1] - 37:5 <b>fact</b> [13] - 43:15, 51:2, 53:17, 74:7, 82:5, 84:6, 84:15, 84:19, 92:10, 94:10, 98:13, 102:7, 120:16 <b>factories</b> [26] - 8:4, 13:3, 13:20, 14:18, 14:19, 17:25, 21:25, 35:22, 36:14, 36:15, 38:17, 49:3, 68:23, 69:3, 88:23, 93:7, 95:19, 95:20, 120:3, 120:6, 133:22, 133:24, 133:25, 135:14 <b>factories'</b> [1] - 92:16 <b>factory</b> [36] - 9:23, 13:2, 14:15, 37:10, 48:4, 57:23, 59:5, 69:17, 87:14, 87:25, 92:14, 92:18, 95:5, 95:17, 95:24, 96:5, 96:10, 96:11, 96:14, 96:17, 96:18, 96:20, 97:2, 97:18, 98:22, 99:22, 99:24, 105:16, 105:22, 105:25, 106:5, 120:15, 124:19, 134:21, 135:11 <b>factory's</b> [2] - 95:6, 99:7 <b>Faddalley</b> [2] - 6:8, 6:9 <b>failed</b> [1] - 55:20 <b>Fair</b> [2] - 60:17, 73:6 <b>fair</b> [7] - 26:12, 29:13, 30:12, 31:18, 35:15, 46:23, 86:3 <b>fairly</b> [1] - 54:9 <b>fairness</b> [2] - 81:4, 81:19 <b>fancy</b> [1] - 70:20 <b>far</b> [3] - 10:24, 12:17, 126:12 <b>Fashion</b> [1] - 5:12 <b>fashion</b> [5] - 5:19, 34:21,		

<p><b>forwarders</b> [2] - 91:6, 96:6  <b>forwarders'</b> [1] - 97:7  <b>founded</b> [3] - 7:8, 17:14, 17:20  <b>founding</b> [2] - 5:20, 7:12  <b>four</b> [7] - 79:16, 79:20, 80:9, 126:4, 127:7, 127:16, 127:19  <b>fourth</b> [2] - 111:21, 115:4  <b>frame</b> [4] - 20:17, 21:7, 22:21, 35:25  <b>frank</b> [1] - 85:14  <b>fraudulent</b> [2] - 108:15, 125:22  <b>fraudulently</b> [1] - 126:14  <b>freight</b> [6] - 73:12, 73:17, 74:6, 74:10, 74:11, 75:2  <b>Friss</b> [1] - 6:6  <b>front</b> [4] - 82:20, 83:22, 98:6, 114:7  <b>FTY</b> [1] - 105:22  <b>fulfill</b> [2] - 73:25, 75:9  <b>full</b> [4] - 11:2, 61:20, 95:11, 95:12  <b>functional</b> [1] - 135:20  <b>fundamentally</b> [1] - 127:13  <b>funds</b> [2] - 59:10, 111:6  <b>FURTHER</b> [2] - 3:8, 3:12</p>	<p>32:3, 32:5, 32:13, 32:17, 32:22, 33:3, 33:5, 33:8, 33:20, 34:3, 34:5, 34:16, 37:10, 37:12, 37:17, 37:21, 48:23, 49:9, 49:25, 50:6, 50:23, 51:16, 56:7, 56:21, 58:11, 59:7, 60:9, 60:19, 60:23, 68:17, 74:3, 74:5, 74:8, 75:11, 77:24, 78:5, 79:6, 80:4, 80:19, 80:24, 81:9, 82:7, 83:3, 83:14, 83:25, 84:6, 84:19, 85:22, 89:24, 92:10, 92:20, 93:13, 93:21, 93:22, 94:3, 94:7, 94:9, 94:12, 94:14, 95:18, 95:22, 95:24, 96:7, 97:2, 97:23, 98:8, 98:11, 99:4, 99:10, 100:2, 100:20, 101:20, 102:19, 105:13, 106:18, 106:24, 119:20, 120:25, 121:8, 121:10, 121:13, 121:14, 121:16, 121:20, 122:2, 122:3, 122:4, 122:5, 122:9, 123:6, 124:11, 124:17, 124:22, 124:25, 125:7, 126:7, 136:14  <b>Goods</b> [2] - 21:23, 21:24  <b>graduate</b> [2] - 5:14, 5:16  <b>Grannis</b> [2] - 1:16, 141:5  <b>GRANNIS</b> [63] - 2:4, 4:6, 8:11, 16:23, 17:6, 19:17, 26:23, 28:8, 28:14, 28:24, 31:6, 31:12, 40:12, 41:2, 42:22, 44:23, 45:16, 45:21, 55:6, 55:10, 55:17, 57:11, 69:24, 70:2, 70:25, 72:8, 74:23, 75:14, 75:21, 77:8, 78:8, 81:25, 82:5, 82:9, 84:13, 86:20, 87:8, 87:16, 88:25, 91:18, 94:18, 100:5, 103:15, 104:13, 104:17, 105:3, 107:3, 108:25, 109:13, 110:7, 111:9, 114:18, 115:18, 116:5, 118:16, 118:24, 128:12, 130:11, 130:22, 131:25, 136:3, 136:5, 136:24  <b>gray</b> [1] - 135:8  <b>greater</b> [2] - 113:10, 113:14  <b>Group</b> [2] - 6:16, 7:18  <b>group</b> [1] - 6:23  <b>grow</b> [1] - 134:2  <b>guess</b> [4] - 17:2, 23:22, 51:12, 133:18  <b>guest</b> [5] - 100:17, 100:23, 101:3, 101:6, 103:9  <b>guests</b> [1] - 100:25  <b>guidelines</b> [1] - 122:23  <b>Guzman</b> [1] - 15:5</p>	<p><b>H</b></p> <p><b>half</b> [6] - 14:6, 101:21, 102:9, 109:6  <b>halfway</b> [1] - 5:2  <b>hand</b> [4] - 53:19, 57:11, 94:18, 132:11  <b>handed</b> [2] - 127:6, 128:6  <b>handing</b> [6] - 55:23, 72:8, 75:21, 86:20, 100:5, 111:9  <b>handled</b> [4] - 7:13, 7:14, 112:24, 112:25  <b>handling</b> [1] - 117:19  <b>handwriting</b> [5] - 82:14, 90:11, 90:12, 103:17, 105:10  <b>happy</b> [2] - 55:6, 107:11  <b>hard</b> [1] - 99:16  <b>HB</b> [1] - 1:7  <b>head</b> [5] - 4:20, 16:22, 62:5, 84:4, 88:22  <b>health</b> [2] - 8:25, 9:5  <b>hear</b> [1] - 4:22  <b>hearing</b> [1] - 44:15  <b>held</b> [1] - 1:15  <b>Hello</b> [1] - 4:12  <b>help</b> [5] - 44:24, 48:8, 85:17, 128:13, 134:2  <b>helped</b> [5] - 31:23, 37:3, 37:7, 98:13, 129:6  <b>helpful</b> [1] - 87:16  <b>helping</b> [1] - 18:2  <b>helps</b> [1] - 20:18  <b>hereby</b> [1] - 140:10  <b>HEREBY</b> [1] - 3:4  <b>hereinbefore</b> [1] - 140:12  <b>hereto</b> [1] - 3:6  <b>hide</b> [1] - 131:20  <b>higher</b> [1] - 134:4  <b>Hold</b> [1] - 127:4  <b>home</b> [3] - 63:20, 64:2, 66:18  <b>Hong</b> [2] - 9:20, 9:24  <b>hope</b> [1] - 131:10  <b>host</b> [1] - 95:15  <b>hour</b> [1] - 55:4  <b>human</b> [2] - 52:5, 99:19  <b>hundred</b> [5] - 9:25, 12:8, 13:3, 13:20, 35:21  <b>hundreds</b> [1] - 79:22  <b>hypothetical</b> [1] - 47:13  <b>Hypothetical</b> [1] - 51:2</p>	<p>89:7, 91:24, 94:24, 100:11, 107:16, 110:14, 111:13, 114:23, 115:23, 116:13, 125:11  <b>identify</b> [4] - 106:4, 107:11, 111:6, 116:7  <b>Ihsan</b> [3] - 133:15, 133:16, 134:18  <b>Ihsan's</b> [2] - 133:22, 133:24  <b>Ilhan</b> [4] - 108:5, 128:22, 129:13, 129:14  <b>Impact</b> [1] - 50:22  <b>impacted</b> [1] - 50:18  <b>implies</b> [1] - 95:9  <b>import</b> [1] - 95:2  <b>important</b> [1] - 17:5  <b>impose</b> [3] - 79:3, 80:23, 89:21  <b>imposed</b> [7] - 80:3, 82:6, 83:13, 84:17, 85:25, 90:15, 102:11  <b>impossible</b> [1] - 129:7  <b>improper</b> [3] - 95:2, 95:14, 135:18  <b>improperly</b> [1] - 95:10  <b>inadvertently</b> [1] - 107:9  <b>inappropriate</b> [2] - 132:4, 132:7  <b>Inc</b> [1] - 6:8  <b>inch</b> [1] - 127:6  <b>include</b> [3] - 20:3, 33:7, 53:15  <b>included</b> [10] - 32:24, 33:8, 36:20, 53:18, 54:9, 56:6, 100:2, 118:10, 118:20, 118:22  <b>including</b> [1] - 131:13  <b>income</b> [4] - 10:19, 20:3, 110:21, 111:22  <b>incomplete</b> [2] - 127:22, 135:15  <b>incurred</b> [1] - 68:20  <b>indeed</b> [1] - 84:15  <b>independent</b> [5] - 15:24, 16:6, 16:14, 32:8, 122:22  <b>INDEX</b> [2] - 141:3, 142:4  <b>Index</b> [1] - 1:6  <b>indicate</b> [3] - 46:24, 131:18, 132:8  <b>indicated</b> [1] - 136:6  <b>indicates</b> [1] - 49:14  <b>indirectly</b> [1] - 132:25  <b>Indirectly</b> [1] - 133:3  <b>individual</b> [3] - 64:12, 64:14, 96:16  <b>Individuals</b> [1] - 16:11  <b>industry</b> [10] - 69:4, 79:2, 83:16, 83:22, 101:8, 102:16, 121:20, 121:25, 122:6, 122:20</p>
<p><b>G</b></p> <p><b>garment</b> [7] - 32:25, 35:11, 35:18, 35:19, 61:12, 123:25, 124:3  <b>garments</b> [18] - 25:17, 25:18, 34:24, 35:6, 78:12, 78:14, 78:16, 79:24, 96:19, 97:18, 98:21, 104:10, 104:11, 120:21, 122:11, 123:13, 124:13, 125:4  <b>Garments</b> [2] - 9:10, 9:17  <b>general</b> [11] - 19:12, 20:18, 30:8, 57:4, 66:25, 67:2, 69:4, 76:14, 98:19, 120:14, 122:19  <b>general..</b> [1] - 67:13  <b>generally</b> [7] - 29:13, 46:15, 52:11, 90:24, 97:25, 99:16, 134:12  <b>generate</b> [4] - 23:23, 38:18, 47:9, 101:20  <b>generated</b> [4] - 47:3, 48:3, 48:6, 102:4  <b>George</b> [2] - 15:9, 15:19  <b>given</b> [5] - 15:16, 49:2, 108:20, 117:20, 140:14  <b>glad</b> [1] - 129:21  <b>goods</b> [114] - 7:5, 12:19, 12:22, 22:5, 22:14, 22:20, 24:8, 24:12, 27:10, 29:14, 30:14, 30:19, 31:16, 32:2,</p>	<p><b>Goods</b> [2] - 21:23, 21:24  <b>graduate</b> [2] - 5:14, 5:16  <b>Grannis</b> [2] - 1:16, 141:5  <b>GRANNIS</b> [63] - 2:4, 4:6, 8:11, 16:23, 17:6, 19:17, 26:23, 28:8, 28:14, 28:24, 31:6, 31:12, 40:12, 41:2, 42:22, 44:23, 45:16, 45:21, 55:6, 55:10, 55:17, 57:11, 69:24, 70:2, 70:25, 72:8, 74:23, 75:14, 75:21, 77:8, 78:8, 81:25, 82:5, 82:9, 84:13, 86:20, 87:8, 87:16, 88:25, 91:18, 94:18, 100:5, 103:15, 104:13, 104:17, 105:3, 107:3, 108:25, 109:13, 110:7, 111:9, 114:18, 115:18, 116:5, 118:16, 118:24, 128:12, 130:11, 130:22, 131:25, 136:3, 136:5, 136:24  <b>gray</b> [1] - 135:8  <b>greater</b> [2] - 113:10, 113:14  <b>Group</b> [2] - 6:16, 7:18  <b>group</b> [1] - 6:23  <b>grow</b> [1] - 134:2  <b>guess</b> [4] - 17:2, 23:22, 51:12, 133:18  <b>guest</b> [5] - 100:17, 100:23, 101:3, 101:6, 103:9  <b>guests</b> [1] - 100:25  <b>guidelines</b> [1] - 122:23  <b>Guzman</b> [1] - 15:5</p>	<p><b>I</b></p> <p><b>I..</b> [1] - 13:23  <b>idea</b> [5] - 28:4, 79:9, 90:10, 102:14, 112:20  <b>identification</b> [20] - 55:14, 55:16, 57:15, 70:8, 72:14, 74:17, 75:20, 77:14, 87:2,</p>	<p>89:7, 91:24, 94:24, 100:11, 107:16, 110:14, 111:13, 114:23, 115:23, 116:13, 125:11  <b>identify</b> [4] - 106:4, 107:11, 111:6, 116:7  <b>Ihsan</b> [3] - 133:15, 133:16, 134:18  <b>Ihsan's</b> [2] - 133:22, 133:24  <b>Ilhan</b> [4] - 108:5, 128:22, 129:13, 129:14  <b>Impact</b> [1] - 50:22  <b>impacted</b> [1] - 50:18  <b>implies</b> [1] - 95:9  <b>import</b> [1] - 95:2  <b>important</b> [1] - 17:5  <b>impose</b> [3] - 79:3, 80:23, 89:21  <b>imposed</b> [7] - 80:3, 82:6, 83:13, 84:17, 85:25, 90:15, 102:11  <b>impossible</b> [1] - 129:7  <b>improper</b> [3] - 95:2, 95:14, 135:18  <b>improperly</b> [1] - 95:10  <b>inadvertently</b> [1] - 107:9  <b>inappropriate</b> [2] - 132:4, 132:7  <b>Inc</b> [1] - 6:8  <b>inch</b> [1] - 127:6  <b>include</b> [3] - 20:3, 33:7, 53:15  <b>included</b> [10] - 32:24, 33:8, 36:20, 53:18, 54:9, 56:6, 100:2, 118:10, 118:20, 118:22  <b>including</b> [1] - 131:13  <b>income</b> [4] - 10:19, 20:3, 110:21, 111:22  <b>incomplete</b> [2] - 127:22, 135:15  <b>incurred</b> [1] - 68:20  <b>indeed</b> [1] - 84:15  <b>independent</b> [5] - 15:24, 16:6, 16:14, 32:8, 122:22  <b>INDEX</b> [2] - 141:3, 142:4  <b>Index</b> [1] - 1:6  <b>indicate</b> [3] - 46:24, 131:18, 132:8  <b>indicated</b> [1] - 136:6  <b>indicates</b> [1] - 49:14  <b>indirectly</b> [1] - 132:25  <b>Indirectly</b> [1] - 133:3  <b>individual</b> [3] - 64:12, 64:14, 96:16  <b>Individuals</b> [1] - 16:11  <b>industry</b> [10] - 69:4, 79:2, 83:16, 83:22, 101:8, 102:16, 121:20, 121:25, 122:6, 122:20</p>

<p>information [15] - 16:22, 16:23, 17:4, 28:14, 44:22, 48:25, 49:3, 49:8, 50:5, 50:9, 50:12, 105:4, 117:7, 135:21, 136:22</p> <p>initiated [1] - 73:2</p> <p>inputting [1] - 89:18</p> <p>insolvency [2] - 113:13, 113:18</p> <p>insolvent [2] - 114:9, 115:11</p> <p>inspect [10] - 32:5, 32:13, 32:16, 32:22, 33:3, 33:4, 33:20, 34:3, 34:5, 94:17</p> <p>inspected [5] - 32:3, 122:3, 122:4, 122:10, 135:13</p> <p>inspecting [1] - 121:25</p> <p>inspection [9] - 32:2, 32:4, 33:7, 68:17, 100:2, 100:3, 122:21, 123:21, 125:6</p> <p>inspections [1] - 32:14</p> <p>instance [1] - 44:20</p> <p>instead [1] - 96:16</p> <p>Institute [1] - 5:12</p> <p>interactions [1] - 132:18</p> <p>interest [2] - 8:23, 10:11</p> <p>interested [2] - 118:25, 140:18</p> <p>interests [1] - 9:6</p> <p>intermediate [2] - 37:20, 93:18</p> <p>international [3] - 43:2, 43:7, 43:12</p> <p>inventory [2] - 136:17, 136:20</p> <p>Invoice [7] - 55:16, 70:5, 72:10, 72:21, 74:13, 91:20, 141:10</p> <p>invoice [6] - 55:25, 69:16, 73:4, 73:9, 75:12, 75:13</p> <p>invoices [8] - 59:8, 69:2, 69:10, 99:25, 126:6, 127:2, 129:3, 134:7</p> <p>invoicing [1] - 136:20</p> <p>involve [4] - 35:9, 119:22, 119:25, 120:2</p> <p>involved [5] - 10:2, 34:22, 51:24, 120:3, 134:23</p> <p>irrelevant [1] - 108:6</p> <p>irrespective [1] - 82:9</p> <p>IS [3] - 3:4, 3:8, 3:12</p> <p>issuance [2] - 53:5, 76:20</p> <p>issue [10] - 45:23, 46:25, 61:8, 61:10, 80:19, 85:20, 92:20, 98:17, 108:14, 130:20</p> <p>issued [14] - 47:25, 48:11, 48:13, 49:17, 51:15, 61:5, 76:24, 77:6, 79:11, 81:12, 83:2, 83:11, 86:8, 91:14</p> <p>issues [5] - 8:25, 9:5, 42:7,</p>	<p>52:5, 99:20</p> <p>issuing [1] - 49:20</p> <p>IT [3] - 3:4, 3:8, 3:12</p> <p>item [3] - 101:11, 102:25, 103:2</p> <p>items [3] - 23:6, 88:18, 123:2</p> <p style="text-align: center;"><b>J</b></p> <p>January [4] - 8:18, 101:25, 102:4, 102:10</p> <p>Jersey [2] - 4:11, 62:21</p> <p>Jetwell [2] - 9:10, 9:17</p> <p>job [1] - 65:16</p> <p>Jockey [2] - 9:18, 9:25</p> <p>Joining [1] - 17:25</p> <p>Jordan [3] - 95:20, 135:3, 135:4</p> <p>JORDAN [1] - 1:4</p> <p>Joseph [1] - 6:6</p> <p>judge [1] - 44:23</p> <p>Judge [3] - 108:21, 131:6, 131:7</p> <p>judgments [1] - 71:13</p> <p>Julie [1] - 6:15</p> <p>July [4] - 17:15, 27:5, 88:11, 88:17</p> <p>jump [1] - 44:14</p> <p>June [1] - 62:9</p> <p>jurisdiction [1] - 42:11</p> <p style="text-align: center;"><b>K</b></p> <p>K-W-A-N [1] - 15:5</p> <p>keep [1] - 42:4</p> <p>kept [1] - 81:24</p> <p>kind [5] - 20:3, 74:21, 74:23, 74:24, 134:4</p> <p>Kindly [1] - 90:4</p> <p>Kmart [1] - 8:8</p> <p>knowing [1] - 88:21</p> <p>knowledge [5] - 28:22, 48:16, 113:20, 115:8, 128:5</p> <p>Kong [2] - 9:20, 9:24</p> <p>Korea [2] - 18:17, 119:18</p> <p>Kwan [2] - 15:3, 15:4</p> <p style="text-align: center;"><b>L</b></p> <p>label [3] - 7:3, 107:8, 107:10</p> <p>Label [143] - 5:20, 6:17, 6:24, 7:8, 7:20, 8:15, 9:11, 10:7, 10:8, 10:9, 10:12, 10:14, 10:18, 10:20, 10:24, 12:20, 13:8, 14:20, 14:24, 16:12, 16:19, 17:11, 22:24, 23:8, 23:17, 24:2, 24:9, 24:13, 25:10, 25:12, 25:14, 25:19, 25:25, 26:15, 27:11,</p>	<p>27:15, 27:23, 27:24, 29:2, 29:3, 30:13, 30:17, 30:18, 30:23, 31:17, 31:20, 34:12, 35:13, 37:16, 37:20, 37:22, 38:19, 40:5, 40:9, 40:16, 40:21, 41:6, 41:9, 42:2, 42:24, 45:4, 45:11, 45:23, 46:24, 47:8, 48:15, 48:22, 48:25, 50:3, 50:19, 51:18, 52:18, 52:22, 53:3, 53:4, 53:8, 53:10, 53:16, 53:21, 53:24, 54:14, 54:17, 56:18, 56:23, 56:24, 57:5, 57:23, 58:24, 59:20, 60:5, 60:10, 60:14, 60:19, 60:22, 61:21, 62:12, 63:24, 64:7, 64:10, 66:20, 68:19, 69:2, 69:9, 69:16, 79:15, 93:6, 93:12, 93:17, 93:19, 94:5, 94:8, 102:12, 103:7, 106:10, 106:14, 106:19, 108:11, 108:16, 111:11, 111:19, 112:5, 113:7, 114:9, 114:20, 114:25, 115:11, 116:2, 116:15, 118:8, 119:5, 119:11, 121:2, 121:9, 126:9, 126:18, 126:19, 130:25, 131:4, 131:16, 131:19, 132:9, 134:22, 135:22</p> <p>LABEL [1] - 1:7</p> <p>Label's [3] - 64:4, 81:16, 131:11</p> <p>labeled [1] - 125:13</p> <p>labels [2] - 49:15, 107:5</p> <p>Labor [1] - 135:10</p> <p>lack [1] - 42:11</p> <p>lacking [1] - 107:10</p> <p>Ladies [1] - 7:24</p> <p>Ladies' [3] - 12:21, 14:10, 45:9</p> <p>ladies' [3] - 14:11, 14:13, 45:10</p> <p>lading [1] - 126:7</p> <p>land [3] - 66:16, 66:20, 67:4</p> <p>laptop [4] - 63:17, 63:19, 63:20, 63:21</p> <p>laptops [1] - 63:22</p> <p>large [6] - 64:11, 64:12, 82:19, 83:17, 96:15, 129:25</p> <p>larger [2] - 30:10, 46:20</p> <p>largest [2] - 13:12, 13:22</p> <p>last [5] - 42:13, 44:20, 132:15, 132:18, 133:2</p> <p>late [4] - 48:20, 76:17, 77:6, 98:8</p> <p>lateness [1] - 98:20</p> <p>latitude [2] - 102:18, 102:21</p> <p>lawyer [2] - 70:19, 108:17</p> <p>lawyer's [1] - 70:20</p> <p>lawyers [2] - 105:3, 105:4</p>	<p>layman's [1] - 124:2</p> <p>LC [16] - 37:8, 59:9, 61:18, 61:23, 61:25, 69:10, 73:22, 73:23, 74:5, 75:10, 94:9, 94:11, 95:4, 121:12</p> <p>LCs [1] - 69:11</p> <p>leading [2] - 65:13, 65:17</p> <p>least [3] - 12:16, 47:19, 50:3</p> <p>leave [1] - 100:3</p> <p>led [4] - 9:5, 39:13, 119:15, 119:20</p> <p>legal [3] - 113:17, 128:8</p> <p>Less [2] - 12:7, 12:10</p> <p>less [10] - 11:3, 11:6, 11:9, 11:12, 11:15, 11:24, 12:5, 12:8, 12:11, 12:13</p> <p>letter [14] - 37:13, 58:24, 59:23, 74:2, 84:20, 84:24, 85:2, 85:3, 92:12, 92:21, 93:2, 110:19, 110:25, 111:8</p> <p>level [6] - 99:22, 99:24, 100:21, 102:19, 120:16, 134:4</p> <p>liabilities [4] - 113:4, 113:14, 114:3, 136:12</p> <p>liability [4] - 96:22, 113:7, 113:10, 118:19</p> <p>liable [3] - 47:21, 98:20, 98:24</p> <p>liaising [1] - 38:12</p> <p>liaison [9] - 18:2, 26:2, 34:7, 38:2, 38:3, 38:6, 38:8, 38:9, 46:12</p> <p>limitation [1] - 108:20</p> <p>Limited [5] - 42:2, 92:2, 92:10, 92:25, 94:11</p> <p>line [9] - 63:7, 63:11, 66:16, 66:20, 67:5, 89:12, 100:15, 111:25, 127:5</p> <p>Line [6] - 112:2, 112:17, 115:5, 116:19, 116:24, 118:2</p> <p>lines [1] - 63:5</p> <p>Lisa [2] - 15:9, 15:18</p> <p>list [1] - 35:21</p> <p>listed [2] - 92:11, 113:3</p> <p>lists [1] - 95:14</p> <p>litigation [1] - 130:23</p> <p>live [1] - 9:19</p> <p>LLC [3] - 1:7, 1:8, 42:19</p> <p>LLP [1] - 2:10</p> <p>load [1] - 96:15</p> <p>loaded [3] - 95:6, 95:10, 96:17</p> <p>loading [2] - 95:2, 95:7</p> <p>loads [4] - 95:11, 95:12, 96:19, 97:18</p> <p>loan [4] - 113:7, 115:8, 117:4, 117:6</p> <p>Loans [1] - 115:5</p>
--	--	--	---

151

loans [6] - 112:18, 112:19, 113:3, 116:17, 117:9, 136:18  
 local [1] - 96:6  
 locate [4] - 80:10, 85:6, 85:8, 85:10  
 located [5] - 49:13, 62:18, 64:20, 96:3, 118:12  
 location [2] - 97:7, 99:7  
 locations [1] - 67:25  
 long-term [1] - 54:8  
 look [6] - 45:15, 45:20, 76:11, 88:3, 92:24, 130:5  
 looked [1] - 45:16  
 looking [6] - 35:11, 72:22, 74:19, 117:23, 136:10, 136:18  
 looks [1] - 79:14  
 loss [1] - 48:20  
 losses [1] - 119:8  
 LTD [1] - 1:4  
 lunch [2] - 72:5, 109:7  
 Luncheon [1] - 109:14

## M

Mabel [2] - 15:3, 15:19  
 machines [1] - 24:16  
 macro [1] - 129:20  
 magnitude [2] - 30:5, 82:21  
 Mahoney [1] - 114:14  
 mail [14] - 46:16, 46:17, 67:8, 67:11, 67:12, 67:13, 67:14, 67:19, 67:20, 67:23, 68:4, 68:6, 76:19, 84:11  
 mailed [1] - 134:11  
 main [1] - 67:7  
 major [4] - 119:13, 133:19, 135:5  
 majority [1] - 119:16  
 management [1] - 133:21  
 mandatory [1] - 94:15  
 Manhattan [1] - 5:13  
 manufacture [6] - 35:11, 49:25, 50:6, 50:11, 57:9, 92:14  
 manufactured [20] - 7:5, 21:24, 22:5, 22:14, 27:10, 29:11, 36:2, 38:19, 50:23, 51:10, 56:21, 58:22, 80:15, 82:7, 85:22, 101:12, 103:2, 104:24, 106:19, 126:8  
 manufacturer [8] - 35:10, 35:19, 57:6, 88:14, 92:17, 103:24, 105:13, 105:19  
 manufacturers [10] - 7:25, 12:24, 13:7, 18:15, 41:19, 43:2, 43:7, 43:8, 43:12, 56:25  
 manufacturing [8] - 22:20, 30:11, 41:6, 49:9, 58:11,

77:25, 84:6, 94:16  
 mark [3] - 30:7, 105:22, 105:25  
 marked [24] - 55:12, 55:14, 55:16, 55:21, 57:15, 70:8, 72:13, 74:16, 75:19, 77:9, 77:13, 86:25, 89:6, 91:23, 94:23, 100:10, 107:16, 110:9, 110:13, 111:13, 114:23, 115:22, 116:12, 125:11  
 market [4] - 6:23, 83:17, 101:9, 102:17  
 marketplace [1] - 35:4  
 markup [3] - 29:12, 29:19, 29:21  
 marriage [1] - 140:18  
 marry [1] - 71:22  
 Mart [1] - 8:8  
 mass [4] - 6:23, 83:17, 101:9, 102:17  
 master [4] - 77:24, 80:20, 88:8, 129:25  
 match [1] - 71:22  
 matrix [1] - 13:2  
 matter [3] - 44:18, 93:23, 140:19  
 Maureen [2] - 1:17, 140:8  
 MAUREEN [1] - 140:23  
 McCormick [3] - 1:17, 140:8, 140:23  
 me.. [1] - 49:18  
 mean [32] - 13:19, 21:19, 23:4, 23:20, 35:3, 36:4, 37:5, 39:2, 55:5, 64:16, 67:13, 71:11, 77:4, 81:4, 82:22, 85:18, 89:23, 90:23, 92:19, 93:18, 94:11, 95:13, 95:14, 96:4, 98:9, 102:22, 104:7, 106:3, 110:22, 113:21, 127:14, 133:13  
 meaning [10] - 19:24, 19:25, 52:18, 53:2, 73:23, 97:6, 99:9, 103:7, 113:14, 125:18  
 Meaning [2] - 52:21, 70:13  
 means [6] - 34:18, 38:9, 62:8, 82:16, 89:15, 93:2, 94:25, 117:3  
 meant [1] - 41:9  
 meet [5] - 122:14, 123:3, 124:22, 124:23, 125:2  
 meeting [1] - 125:5  
 meetings [7] - 46:19, 133:15, 133:16, 133:17, 134:5, 134:9, 135:24  
 memo [1] - 102:3  
 memory [1] - 65:24  
 mention [1] - 127:21  
 mentioned [5] - 13:19,

15:11, 34:15, 82:25, 121:11  
 merchandise [2] - 25:15, 123:2  
 merchandising [3] - 6:20, 7:14, 113:2  
 merited [1] - 30:13  
 met [3] - 10:5, 31:21, 133:21  
 method [2] - 122:2, 128:14  
 methodology [2] - 129:19, 132:12  
 Miami [1] - 121:17  
 might [7] - 20:3, 49:7, 53:4, 53:10, 53:16, 54:17, 125:3  
 million [8] - 11:4, 11:7, 11:10, 11:13, 12:9, 12:11, 12:13, 12:16  
 millions [5] - 51:10, 51:16, 79:23, 79:25  
 MILTENBERG [1] - 2:10  
 mind [4] - 15:18, 42:5, 72:5, 73:20  
 mine [1] - 103:19  
 minimal [1] - 86:14  
 minute [1] - 87:4  
 minutes [2] - 55:5, 72:6  
 mirroring [1] - 89:20  
 mismanagement [1] - 120:14  
 Miss [1] - 6:15  
 misunderstanding [1] - 101:2  
 mixed [1] - 95:13  
 modified [1] - 125:16  
 moment [1] - 106:6  
 money [29] - 19:6, 19:8, 19:10, 19:13, 19:14, 20:8, 20:12, 20:23, 21:2, 21:4, 21:18, 21:22, 22:4, 22:9, 22:13, 22:22, 24:23, 28:4, 29:4, 29:7, 60:14, 60:22, 61:20, 69:13, 106:11, 107:25, 111:4, 134:15  
 Money [1] - 19:16  
 Moneys [1] - 118:7  
 moneys [3] - 57:23, 107:20, 108:8  
 Montalbano [1] - 15:9  
 month [3] - 9:4, 101:16, 101:17  
 months [1] - 101:19  
 mortgage [1] - 111:7  
 most [3] - 83:16, 101:9, 102:17  
 mouth [1] - 124:7  
 move [1] - 74:11  
 moving [1] - 96:16  
 MR [95] - 4:6, 8:11, 16:23, 17:6, 19:16, 19:17, 19:23, 20:16, 21:16, 26:6, 26:23,

28:8, 28:14, 28:24, 31:6, 31:7, 31:12, 39:10, 40:12, 41:2, 41:24, 42:22, 44:13, 44:23, 45:16, 45:21, 50:7, 50:25, 54:2, 54:19, 55:4, 55:6, 55:10, 55:17, 57:11, 69:24, 70:2, 70:23, 70:25, 72:8, 74:21, 74:23, 75:14, 75:21, 77:3, 77:8, 78:8, 81:25, 82:5, 82:9, 84:13, 86:20, 87:8, 87:9, 87:16, 87:18, 88:25, 91:18, 94:18, 100:5, 103:15, 104:13, 104:17, 105:3, 105:6, 106:20, 107:3, 107:14, 108:19, 108:25, 109:13, 110:7, 111:9, 113:16, 114:18, 115:18, 116:3, 116:5, 118:16, 118:24, 127:4, 128:12, 128:17, 129:11, 129:14, 130:11, 130:13, 130:22, 131:14, 131:25, 132:6, 136:3, 136:5, 136:24, 137:2  
 Mulhair [1] - 100:12  
 multiple [9] - 14:18, 14:19, 21:25, 27:18, 36:14, 38:17, 66:18, 67:25, 133:16  
 must [1] - 82:14  
 mystery [1] - 98:5

## N

name [6] - 4:7, 13:6, 22:2, 48:21, 63:13, 106:23  
 names [5] - 14:16, 14:23, 15:17, 105:9, 120:7  
 narrow [1] - 19:24  
 National [1] - 135:10  
 nature [1] - 115:8  
 necessarily [3] - 49:21, 72:2, 94:13  
 necessary [1] - 49:25  
 need [2] - 71:21, 72:24  
 negligent [1] - 50:20  
 negligently [1] - 51:4  
 negotiate [2] - 90:14, 91:14  
 negotiated [9] - 46:5, 48:2, 48:10, 76:12, 76:23, 83:21, 98:6, 98:10, 99:14  
 negotiation [1] - 76:19  
 negotiations [4] - 30:2, 46:9, 46:11, 46:21  
 NESENOFF [1] - 2:10  
 net [1] - 111:22  
 never [10] - 24:17, 24:18, 24:19, 51:18, 99:10, 108:25, 120:24, 121:5, 121:6, 134:20  
 new [41] - 59:17, 77:18, 77:21, 77:23, 78:2, 78:6,



78:12, 78:15, 78:24, 79:4, 79:7, 79:10, 80:4, 80:11, 80:16, 80:18, 80:22, 80:24, 81:10, 81:14, 82:2, 82:6, 82:15, 83:3, 83:13, 83:18, 83:25, 84:7, 84:16, 84:19, 84:21, 85:4, 85:24, 86:12, 87:5, 87:6, 88:6, 88:11, 88:17, 88:18, 132:14 <b>NEW</b> [3] - 1:2, 140:4, 140:6 <b>New</b> [12] - 1:16, 1:18, 2:7, 2:13, 4:10, 62:21, 64:3, 111:5, 133:21, 140:10 <b>Nilda</b> [10] - 18:11, 62:2, 62:14, 63:9, 63:10, 63:16, 64:14, 64:16, 67:8, 68:6 <b>Nilda's</b> [1] - 66:7 <b>nine</b> [4] - 14:22, 14:23, 15:11, 15:14 <b>none</b> [2] - 80:14, 105:12 <b>nonrecourse</b> [2] - 112:18, 116:17 <b>Nonrecourse</b> [1] - 115:5 <b>normal</b> [1] - 4:19 <b>Nos</b> [38] - 70:7, 72:10, 72:13, 74:14, 74:16, 75:19, 75:23, 77:13, 86:22, 86:25, 89:4, 89:6, 91:20, 91:23, 94:20, 94:23, 100:8, 100:10, 110:13, 114:20, 115:22, 116:9, 116:12, 141:13, 141:15, 141:16, 141:18, 141:19, 141:21, 141:22, 141:24, 141:25, 142:6, 142:9, 142:13, 142:14 <b>Notary</b> [2] - 1:17, 140:9 <b>note</b> [18] - 48:12, 55:17, 55:20, 57:20, 57:21, 60:8, 60:9, 60:18, 69:15, 73:4, 73:7, 75:25, 76:20, 77:15, 81:11, 81:18, 87:11, 131:25 <b>Note</b> [9] - 57:13, 57:14, 72:23, 75:23, 77:10, 86:22, 89:3, 94:21, 141:11 <b>noted</b> [2] - 73:3, 137:3 <b>notes</b> [6] - 46:4, 46:8, 73:9, 76:23, 77:6, 81:7 <b>nothing</b> [1] - 126:19 <b>notice</b> [3] - 115:4, 116:16, 116:21 <b>notices</b> [1] - 90:3 <b>November</b> [4] - 79:11, 80:5, 80:12, 82:3 <b>number</b> [34] - 11:2, 30:6, 56:9, 56:12, 56:15, 56:17, 56:21, 57:2, 57:7, 61:4, 66:7, 66:8, 66:9, 66:12, 66:14, 66:24, 66:25, 67:7, 70:16, 70:21, 78:16, 87:24, 88:20, 88:23, 89:18, 92:15, 101:11,	103:2, 103:3, 103:25, 104:2, 118:23, 123:2 <b>numbers</b> [9] - 70:4, 88:24, 92:16, 93:7, 104:10, 104:18, 107:12, 114:6, 134:24 <b>numerous</b> [1] - 48:5 <b>NY</b> [1] - 2:7  <b>O</b> <b>o'clock</b> [1] - 108:23 <b>oath</b> [1] - 3:11 <b>object</b> [2] - 46:2, 127:4 <b>Objection</b> [9] - 21:16, 26:6, 39:10, 50:7, 50:25, 54:2, 54:19, 106:20, 113:16 <b>objection</b> [4] - 19:23, 77:3, 105:7, 128:2 <b>objections</b> [1] - 3:6 <b>objective</b> [1] - 123:11 <b>obligation</b> [3] - 74:2, 95:21, 95:23 <b>obligations</b> [1] - 75:10 <b>obtained</b> [1] - 28:15 <b>obviously</b> [9] - 34:8, 48:2, 49:12, 71:25, 76:17, 78:3, 85:20, 108:16, 130:23 <b>occasions</b> [8] - 46:18, 47:19, 73:21, 75:8, 93:12, 133:19, 133:20, 134:11 <b>occur</b> [3] - 48:18, 49:19, 91:15 <b>occurred</b> [6] - 48:15, 119:17, 129:15, 134:9, 135:2 <b>Ocean</b> [1] - 73:12 <b>ocean</b> [2] - 73:17, 75:2 <b>OF</b> [3] - 1:2, 140:4, 140:6 <b>offered</b> [2] - 27:15, 27:23 <b>offering</b> [1] - 27:14 <b>office</b> [13] - 9:2, 63:21, 63:23, 63:25, 64:14, 64:24, 66:6, 66:7, 66:9, 66:23, 66:25, 67:2, 126:2 <b>officer</b> [1] - 3:10 <b>offices</b> [8] - 1:15, 17:11, 63:24, 64:2, 64:4, 64:9, 64:12, 66:19 <b>offs</b> [1] - 119:21 <b>often</b> [2] - 9:2, 71:10 <b>Once</b> [2] - 59:9, 97:21 <b>once</b> [4] - 35:16, 91:8, 97:6, 99:4 <b>one</b> [36] - 9:3, 17:21, 18:20, 22:6, 25:24, 30:2, 31:7, 31:15, 36:5, 40:10, 44:19, 46:19, 52:3, 53:20, 53:24, 54:10, 54:15, 63:19, 64:11, 64:21, 68:9, 68:11, 72:22, 85:6, 85:7, 85:9, 85:10, 87:5, 87:7, 107:10, 108:23,	113:19, 123:9, 124:7, 124:14 <b>One</b> [4] - 18:8, 64:10, 72:21, 85:20 <b>one-on-one</b> [1] - 46:19 <b>ones</b> [1] - 94:4 <b>ongoing</b> [3] - 54:7, 99:18 <b>open</b> [15] - 29:23, 61:18, 64:11, 64:12, 64:15, 64:20, 64:23, 64:25, 68:25, 69:10, 69:11, 73:23, 78:3, 78:6, 92:13 <b>opened</b> [3] - 58:25, 80:21, 121:12 <b>opening</b> [5] - 37:8, 80:18, 80:22, 83:17, 83:20 <b>openings</b> [1] - 80:16 <b>opens</b> [2] - 77:23, 78:12 <b>operation</b> [1] - 50:20 <b>opinion</b> [4] - 123:12, 128:16, 128:17, 128:18 <b>opportunity</b> [2] - 114:11, 118:14 <b>opposed</b> [3] - 44:19, 73:4, 82:18 <b>orally</b> [1] - 46:15 <b>order</b> [44] - 6:25, 30:4, 35:23, 36:18, 39:5, 47:13, 49:4, 49:6, 49:13, 49:14, 49:17, 49:20, 49:24, 52:13, 61:7, 61:8, 61:11, 61:14, 77:25, 78:11, 78:17, 78:19, 78:20, 82:15, 82:17, 82:25, 83:2, 83:11, 83:18, 83:24, 84:3, 84:10, 86:11, 86:12, 87:24, 93:24, 107:22, 111:6, 128:24, 129:23, 129:24, 130:2, 130:4, 130:6 <b>ordered</b> [6] - 78:4, 78:5, 82:15, 84:19, 89:21, 93:25 <b>ordering</b> [3] - 48:23, 82:19 <b>orders</b> [15] - 26:20, 29:8, 29:10, 39:13, 61:5, 61:6, 61:9, 73:21, 80:20, 81:18, 83:10, 86:8, 106:23, 129:2, 129:7 <b>originally</b> [1] - 24:23 <b>Orma</b> [12] - 43:14, 43:15, 43:17, 44:8, 44:11, 44:25, 45:19, 87:15, 103:21, 104:6, 105:11, 106:17 <b>ourselves</b> [3] - 34:8, 36:21, 46:13 <b>outcome</b> [1] - 140:19 <b>outline</b> [1] - 109:4 <b>outside</b> [2] - 50:17, 114:1
--	---	---

<p><b>party</b> [2] - 52:3, 118:8</p> <p><b>pass</b> [1] - 61:21</p> <p><b>passes</b> [1] - 49:2</p> <p><b>past</b> [1] - 62:7</p> <p><b>pay</b> [8] - 21:22, 32:16, 33:3, 44:25, 46:7, 64:6, 68:24, 91:10</p> <p><b>Payable</b> [1] - 100:7</p> <p><b>payable</b> [6] - 117:24, 117:25, 118:3, 118:6, 136:11, 136:21</p> <p><b>paying</b> [3] - 59:5, 61:12, 135:2</p> <p><b>payment</b> [1] - 110:20</p> <p><b>payments</b> [5] - 26:21, 108:18, 108:7, 126:12, 126:17</p> <p><b>payroll</b> [1] - 135:15</p> <p><b>pays</b> [1] - 76:12</p> <p><b>penny</b> [1] - 103:5</p> <p><b>people</b> [3] - 4:25, 19:14, 38:9</p> <p><b>People</b> [1] - 135:15</p> <p><b>per</b> [4] - 59:21, 59:24, 61:16, 76:13</p> <p><b>percent</b> [15] - 9:11, 9:12, 10:2, 17:19, 30:7, 30:8, 30:10, 30:14, 60:24, 61:22, 61:23, 119:17, 119:18, 122:5</p> <p><b>percentage</b> [1] - 10:4</p> <p><b>performed</b> [1] - 34:10</p> <p><b>Perhaps</b> [1] - 106:6</p> <p><b>perhaps</b> [1] - 117:15</p> <p><b>period</b> [9] - 19:11, 20:13, 29:24, 88:19, 101:10, 101:14, 101:17, 103:12</p> <p><b>permit</b> [3] - 104:19, 104:23, 124:11</p> <p><b>person</b> [1] - 103:23</p> <p><b>personal</b> [3] - 66:15, 113:20, 128:4</p> <p><b>perspective</b> [1] - 73:7</p> <p><b>pertain</b> [1] - 87:12</p> <p><b>pertains</b> [2] - 87:12, 87:14</p> <p><b>Phil</b> [1] - 43:10</p> <p><b>PHILIP</b> [1] - 2:14</p> <p><b>phone</b> [9] - 63:5, 63:7, 63:8, 63:9, 63:11, 66:7, 66:8, 66:9, 66:15</p> <p><b>phrase</b> [1] - 23:13</p> <p><b>physical</b> [1] - 62:19</p> <p><b>pick</b> [1] - 66:21</p> <p><b>picked</b> [2] - 95:8, 95:18</p> <p><b>piece</b> [1] - 56:6</p> <p><b>pin</b> [1] - 30:5</p> <p><b>pinpoint</b> [2] - 52:6, 132:20</p> <p><b>place</b> [1] - 18:2</p> <p><b>placed</b> [1] - 39:13</p> <p><b>places</b> [2] - 49:6, 66:18</p>	<p><b>placing</b> [1] - 40:15</p> <p><b>Plaintiff's</b> [1] - 55:12</p> <p><b>Plaintiffs</b> [2] - 1:5, 2:5</p> <p><b>plaintiffs</b> [4] - 1:15, 107:7, 125:18, 126:8</p> <p><b>Plaintiffs'</b> [68] - 55:13, 55:15, 55:21, 55:24, 57:12, 57:14, 70:3, 70:6, 72:9, 72:12, 73:13, 74:12, 74:15, 74:20, 75:15, 75:18, 75:22, 77:9, 77:12, 86:21, 86:24, 87:19, 88:4, 89:2, 89:5, 91:19, 91:22, 94:19, 94:22, 100:6, 100:9, 107:4, 107:15, 110:11, 110:12, 111:10, 111:12, 114:19, 114:22, 115:19, 115:21, 116:9, 116:11, 125:10, 125:14, 130:15, 141:8, 141:9, 141:11, 141:12, 141:14, 141:16, 141:17, 141:19, 141:20, 141:22, 141:23, 141:25, 142:6, 142:7, 142:8, 142:10, 142:11, 142:12, 142:14, 142:15</p> <p><b>plan</b> [1] - 134:2</p> <p><b>play</b> [1] - 48:22</p> <p><b>PLSL</b> [2] - 42:21, 42:23</p> <p><b>PO</b> [1] - 89:12</p> <p><b>point</b> [14] - 4:24, 8:13, 32:6, 43:24, 44:24, 47:20, 61:2, 79:15, 83:12, 85:19, 86:13, 98:25, 102:5, 102:10</p> <p><b>points</b> [1] - 85:18</p> <p><b>policy</b> [1] - 78:24</p> <p><b>poorly</b> [1] - 50:20</p> <p><b>poorly-run</b> [1] - 50:20</p> <p><b>portion</b> [1] - 111:4</p> <p><b>pose</b> [1] - 81:17</p> <p><b>posed</b> [1] - 20:19</p> <p><b>position</b> [2] - 131:2, 131:12</p> <p><b>positions</b> [1] - 131:9</p> <p><b>possession</b> [3] - 104:21, 105:8, 120:24</p> <p><b>possible</b> [10] - 20:8, 80:2, 80:7, 80:13, 80:14, 80:23, 81:13, 93:3, 103:14, 108:15</p> <p><b>potential</b> [1] - 9:22</p> <p><b>potentially</b> [2] - 35:22, 50:22</p> <p><b>practice</b> [3] - 79:2, 101:9, 102:16</p> <p><b>preceded</b> [1] - 76:19</p> <p><b>precisely</b> [1] - 34:12</p> <p><b>prefer</b> [4] - 17:2, 17:4, 109:9, 128:14</p> <p><b>preferred</b> [1] - 73:2</p> <p><b>prepare</b> [1] - 117:20</p> <p><b>prepared</b> [4] - 114:13, 118:15, 126:2, 131:21</p>	<p><b>prepay</b> [1] - 91:6</p> <p><b>PRESENT</b> [1] - 2:17</p> <p><b>present</b> [3] - 20:15, 32:20, 131:22</p> <p><b>presentation</b> [2] - 129:12, 131:16</p> <p><b>presented</b> [2] - 59:8, 108:4</p> <p><b>press</b> [1] - 123:16</p> <p><b>pretty</b> [1] - 100:19</p> <p><b>previous</b> [5] - 49:10, 75:3, 87:4, 88:7, 128:21</p> <p><b>previously</b> [12] - 33:10, 55:18, 81:9, 83:15, 87:6, 98:4, 102:6, 103:8, 104:14, 110:9, 121:11, 125:15</p> <p><b>price</b> [11] - 32:24, 58:8, 58:10, 58:17, 58:23, 59:4, 59:6, 59:11, 61:24, 61:25, 83:6</p> <p><b>pricing</b> [1] - 35:23</p> <p><b>printed</b> [1] - 107:9</p> <p><b>private</b> [1] - 64:24</p> <p><b>Private</b> [146] - 5:20, 6:17, 6:24, 7:8, 7:19, 8:14, 9:11, 10:7, 10:8, 10:9, 10:12, 10:14, 10:17, 10:20, 10:24, 12:19, 13:8, 14:20, 14:24, 16:12, 16:19, 17:11, 22:24, 23:8, 23:17, 23:25, 24:9, 24:13, 25:10, 25:12, 25:14, 25:19, 25:25, 26:15, 27:11, 27:15, 27:23, 27:24, 29:2, 29:3, 30:13, 30:17, 30:18, 30:23, 31:17, 31:20, 34:12, 35:13, 37:16, 37:20, 37:22, 38:19, 40:5, 40:8, 40:16, 40:21, 41:6, 41:9, 42:2, 42:23, 45:4, 45:11, 45:23, 46:24, 47:8, 48:15, 48:22, 48:25, 50:3, 50:19, 51:18, 52:18, 52:22, 53:2, 53:4, 53:8, 53:10, 53:16, 53:21, 53:24, 54:14, 54:16, 56:18, 56:23, 56:24, 57:5, 57:23, 58:24, 59:20, 60:5, 60:9, 60:14, 60:19, 60:22, 61:21, 62:11, 63:24, 64:4, 64:7, 64:10, 66:20, 68:19, 69:2, 69:9, 69:16, 79:15, 81:16, 93:6, 93:12, 93:17, 93:19, 94:5, 94:8, 102:12, 103:7, 106:10, 106:14, 106:19, 108:11, 108:15, 111:11, 111:18, 112:5, 113:7, 114:9, 114:20, 114:25, 115:11, 116:2, 116:15, 118:8, 119:5, 119:11, 121:2, 121:9, 126:9, 126:18, 126:19, 130:25, 131:4, 131:11, 131:16, 131:19, 132:9, 134:22,</p>	<p>135:21</p> <p><b>PRIVATE</b> [1] - 1:7</p> <p><b>problem</b> [1] - 5:8</p> <p><b>problems</b> [10] - 119:14, 119:15, 119:17, 120:20, 134:19, 135:2, 135:4, 135:6, 135:7</p> <p><b>process</b> [7] - 30:19, 31:23, 36:19, 36:20, 49:12, 49:16, 49:19</p> <p><b>produce</b> [7] - 14:13, 35:17, 35:19, 36:12, 103:15, 107:8, 118:17</p> <p><b>produced</b> [5] - 14:11, 36:15, 104:14, 107:7, 125:15</p> <p><b>producing</b> [4] - 36:3, 36:6, 50:18, 88:18</p> <p><b>Producing</b> [1] - 36:9</p> <p><b>Product</b> [1] - 34:19</p> <p><b>product</b> [48] - 7:2, 7:4, 7:22, 13:5, 20:2, 23:2, 23:5, 23:10, 23:18, 23:21, 24:4, 24:5, 24:15, 24:20, 25:7, 25:8, 25:9, 25:20, 25:24, 26:4, 26:5, 26:19, 31:22, 34:17, 35:6, 35:7, 35:13, 36:3, 36:23, 37:2, 37:3, 37:6, 38:21, 50:11, 50:18, 78:3, 78:4, 83:18, 83:19, 92:15, 92:17, 94:16, 104:25, 105:2, 120:5, 120:8, 121:7</p> <p><b>product's</b> [1] - 36:2</p> <p><b>production</b> [11] - 6:20, 7:15, 18:2, 84:14, 84:22, 104:13, 113:2, 119:14, 120:15, 135:5, 135:7</p> <p><b>productively</b> [1] - 130:20</p> <p><b>products</b> [4] - 26:11, 26:14, 26:15, 31:24</p> <p><b>profitable</b> [4] - 28:2, 28:9, 28:16, 28:20</p> <p><b>profits</b> [1] - 119:6</p> <p><b>progress</b> [1] - 49:22</p> <p><b>proper</b> [3] - 35:25, 135:17, 135:21</p> <p><b>properly</b> [1] - 104:20</p> <p><b>proposed</b> [1] - 122:8</p> <p><b>provide</b> [6] - 30:17, 30:23, 31:25, 37:24, 45:21, 96:12</p> <p><b>provided</b> [4] - 16:24, 30:13, 44:22, 45:17</p> <p><b>providing</b> [2] - 19:22, 114:15</p> <p><b>proximity</b> [2] - 96:5, 99:6</p> <p><b>Public</b> [2] - 1:18, 140:9</p> <p><b>purchase</b> [41] - 9:14, 26:20, 45:4, 49:6, 49:13, 49:17, 49:20, 49:24, 52:13, 61:6, 61:9, 61:11, 61:14, 77:25, 78:11, 78:17, 78:18, 78:20,</p>
--	--	---	---

134

80:20, 81:18, 82:25, 83:10, 83:11, 83:24, 84:3, 84:10, 86:8, 86:10, 87:24, 106:22, 106:24, 111:5, 128:24, 129:2, 129:7, 129:23, 129:24, 129:25, 130:4, 130:5 <b>Purchase</b> [2] - 49:14, 61:5 <b>purchased</b> [10] - 9:12, 25:11, 25:12, 26:19, 37:12, 37:16, 83:25, 93:13, 93:21, 121:6 <b>purchaser</b> [2] - 37:21, 93:18 <b>purchases</b> [1] - 100:21 <b>purchasing</b> [1] - 25:10 <b>purpose</b> [4] - 16:3, 17:22, 128:5, 133:23 <b>purposes</b> [3] - 16:8, 73:5, 132:3 <b>pursue</b> [2] - 9:6, 86:15 <b>pursuing</b> [2] - 23:19, 23:24 <b>put</b> [7] - 25:2, 70:21, 97:8, 114:16, 124:6, 125:24, 125:25 <b>puts</b> [1] - 98:21	135:9 <b>ready</b> [1] - 37:6 <b>reality</b> [1] - 109:5 <b>really</b> [25] - 14:2, 23:23, 29:22, 29:25, 31:4, 51:21, 53:22, 62:25, 71:17, 73:9, 81:3, 81:4, 85:17, 86:14, 98:16, 99:15, 114:10, 122:17, 123:9, 123:10, 124:18, 125:22, 127:18, 128:8, 128:25 <b>realm</b> [1] - 86:15 <b>reason</b> [13] - 9:8, 19:16, 23:13, 23:15, 27:13, 71:25, 81:19, 96:14, 97:9, 100:14, 113:25, 114:2, 114:5 <b>reasons</b> [3] - 48:5, 48:17, 57:24 <b>receipts</b> [1] - 126:5 <b>Receive</b> [1] - 22:9 <b>receive</b> [18] - 10:14, 10:17, 19:4, 19:8, 19:10, 20:23, 21:4, 22:4, 22:7, 22:13, 45:7, 59:9, 67:8, 67:11, 67:19, 98:7, 102:25, 106:18 <b>received</b> [23] - 10:10, 19:6, 19:21, 20:20, 21:2, 21:18, 22:22, 24:23, 25:3, 29:8, 29:10, 44:8, 44:10, 46:6, 67:24, 67:25, 68:3, 86:9, 99:5, 106:17, 107:21, 107:25 <b>receiving</b> [1] - 101:22 <b>recent</b> [1] - 134:8 <b>Recess</b> [2] - 55:8, 136:4 <b>recess</b> [1] - 109:14 <b>recognize</b> [9] - 31:13, 41:22, 56:3, 57:16, 70:9, 72:15, 105:10, 110:15, 111:14 <b>recognized</b> [1] - 56:18 <b>recollection</b> [2] - 76:14, 77:5 <b>reconcile</b> [1] - 129:8 <b>reconciliation</b> [1] - 129:9 <b>Record</b> [1] - 41:3 <b>record</b> [36] - 8:11, 8:12, 26:24, 26:25, 28:24, 28:25, 41:16, 41:25, 42:10, 42:22, 44:13, 55:7, 55:18, 55:23, 69:24, 69:25, 75:16, 75:17, 87:11, 107:6, 107:7, 107:25, 108:18, 109:13, 117:2, 120:24, 125:23, 126:16, 128:2, 130:11, 130:12, 130:18, 130:22, 131:18, 136:3, 140:14 <b>records</b> [2] - 84:21, 112:21 <b>recourse</b> [1] - 113:3 <b>refer</b> [10] - 25:16, 39:21, 63:23, 70:22, 82:12, 85:4,	90:8, 105:19, 112:19, 113:13 <b>reference</b> [10] - 6:3, 58:3, 84:8, 104:23, 106:8, 107:23, 112:21, 117:9, 118:15, 128:25 <b>referenced</b> [2] - 30:21, 87:23 <b>referencing</b> [5] - 33:7, 39:16, 39:17, 136:10, 136:11 <b>referred</b> [4] - 24:21, 34:14, 36:3, 96:9 <b>referring</b> [11] - 25:8, 39:22, 43:13, 43:24, 61:22, 63:24, 63:25, 87:19, 99:4, 105:25, 116:18 <b>refers</b> [3] - 58:6, 100:24, 105:18 <b>reflect</b> [6] - 42:22, 76:9, 78:21, 83:6, 129:19, 132:11 <b>reflected</b> [5] - 60:9, 60:10, 78:17, 84:21, 130:15 <b>reflection</b> [1] - 15:15 <b>reflective</b> [1] - 128:20 <b>reflects</b> [1] - 109:5 <b>regard</b> [1] - 136:8 <b>registered</b> [3] - 62:20, 63:12, 66:12 <b>relate</b> [7] - 71:5, 71:14, 103:23, 104:4, 104:6, 107:17, 108:9 <b>related</b> [5] - 22:14, 67:14, 71:17, 71:18, 140:16 <b>relating</b> [1] - 67:14 <b>relationship</b> [21] - 26:11, 38:15, 39:12, 39:14, 39:20, 39:21, 39:22, 40:2, 40:7, 40:14, 40:17, 40:23, 41:5, 41:7, 51:7, 51:23, 53:12, 53:15, 54:8, 99:19, 134:2 <b>relationships</b> [5] - 23:23, 27:19, 38:25, 39:4, 134:3 <b>reliant</b> [1] - 50:9 <b>remaining</b> [1] - 76:8 <b>remarking</b> [1] - 110:10 <b>remember</b> [3] - 4:17, 75:7, 90:20 <b>remit</b> [1] - 59:10 <b>rent</b> [1] - 64:6 <b>repeat</b> [1] - 40:10 <b>Rephrase</b> [1] - 58:13 <b>rephrase</b> [3] - 4:15, 26:8, 38:14 <b>rephrased</b> [1] - 31:9 <b>report</b> [2] - 16:11, 123:14 <b>reported</b> [1] - 16:7 <b>Reporter</b> [1] - 140:9 <b>reporter</b> [2] - 4:22, 5:6 <b>represent</b> [2] - 14:6, 117:2 <b>representation</b> [1] - 128:7 <b>representations</b> [1] -	108:21 <b>representative</b> [1] - 46:14 <b>representing</b> [2] - 127:9, 127:15 <b>request</b> [2] - 131:3, 136:22 <b>requested</b> [2] - 111:3, 111:7 <b>REQUESTS</b> [1] - 142:18 <b>require</b> [1] - 49:8 <b>required</b> [1] - 49:16 <b>Research</b> [1] - 100:7 <b>reserved</b> [1] - 3:7 <b>reside</b> [1] - 4:9 <b>resolve</b> [1] - 131:5 <b>respect</b> [26] - 24:8, 26:3, 26:10, 27:21, 29:4, 51:14, 51:15, 59:14, 60:8, 60:18, 60:19, 60:23, 62:15, 69:22, 80:11, 82:6, 83:2, 83:14, 89:8, 92:20, 95:17, 95:21, 97:24, 109:2, 131:2, 131:12 <b>respective</b> [2] - 3:5, 131:9 <b>response</b> [2] - 98:13, 130:17 <b>responsibility</b> [7] - 35:12, 53:5, 74:10, 81:16, 96:25, 97:22, 98:17 <b>responsible</b> [5] - 74:6, 89:18, 95:6, 98:10, 99:11 <b>result</b> [1] - 131:6 <b>resumed</b> [1] - 110:5 <b>retailer</b> [5] - 7:2, 49:5, 90:25, 122:22, 124:19 <b>retailer's</b> [1] - 7:3 <b>retailers</b> [8] - 6:24, 17:25, 29:9, 83:17, 101:9, 102:17, 103:4, 122:7 <b>return</b> [14] - 28:18, 100:17, 111:11, 111:18, 113:19, 114:16, 114:20, 114:25, 116:2, 116:4, 116:15, 117:21, 118:13, 119:3 <b>Return</b> [4] - 111:12, 114:23, 142:10, 142:11 <b>returned</b> [3] - 100:20, 102:19 <b>returning</b> [1] - 101:6 <b>returns</b> [6] - 100:18, 100:23, 101:4, 101:11, 103:9, 136:9 <b>revenue</b> [2] - 19:4, 19:18 <b>revenues</b> [3] - 19:21, 19:25, 20:2 <b>Revenues</b> [1] - 19:24 <b>reversed</b> [1] - 91:11 <b>review</b> [6] - 42:15, 67:20, 81:21, 113:22, 114:12 <b>Review</b> [1] - 36:17 <b>reviewed</b> [4] - 112:25, 119:3, 123:13, 128:21
<b>Q</b>			
<b>QC</b> [3] - 60:13, 60:16, 68:16 <b>Quality</b> [1] - 68:17 <b>quality</b> [7] - 48:19, 68:18, 99:21, 99:23, 121:21, 122:2, 122:5 <b>quantities</b> [1] - 49:15 <b>quantity</b> [3] - 29:23, 82:19, 89:24 <b>quantum</b> [1] - 108:10 <b>question's</b> [2] - 19:12, 65:17 <b>questioned</b> [1] - 55:18 <b>questioning</b> [3] - 127:5, 128:3, 132:14 <b>questions</b> [6] - 4:14, 49:11, 113:17, 116:6, 136:25 <b>quickly</b> [1] - 83:19 <b>quite</b> [2] - 126:15, 132:16 <b>Quote</b> [1] - 42:25 <b>quoting</b> [1] - 114:6			
<b>R</b>			
<b>raise</b> [1] - 132:7 <b>range</b> [4] - 30:8, 33:8, 33:9, 119:9 <b>rate</b> [2] - 89:12, 89:14 <b>rating</b> [2] - 121:19, 122:17 <b>ratio</b> [1] - 119:16 <b>reach</b> [1] - 67:4 <b>read</b> [11] - 30:22, 40:11, 40:13, 40:24, 40:25, 41:2, 41:3, 78:8, 78:9, 105:9,			



<p><b>revised</b> [4] - 89:14, 89:15, 98:12, 125:25</p> <p><b>rider</b> [1] - 61:13</p> <p><b>role</b> [1] - 48:22</p> <p><b>room</b> [4] - 64:10, 64:11, 64:13, 123:12</p> <p><b>rooms</b> [2] - 64:10, 64:21</p> <p><b>rough</b> [1] - 51:6</p> <p><b>roughly</b> [1] - 51:9</p> <p><b>row</b> [1] - 72:20</p> <p><b>run</b> [2] - 50:20, 51:4</p>	<p>106:23, 107:18, 108:16, 110:23, 121:5, 121:6, 126:18, 126:20</p> <p><b>Sedgewick</b> [3] - 4:10, 62:20, 68:2</p> <p><b>see</b> [29] - 56:13, 58:3, 59:17, 70:15, 70:16, 71:2, 72:6, 73:8, 77:18, 77:19, 82:20, 84:2, 86:17, 90:5, 92:2, 100:13, 101:24, 103:20, 105:12, 105:21, 111:23, 111:25, 113:3, 113:9, 116:22, 117:8, 117:22, 118:2, 127:20</p> <p><b>seeing</b> [1] - 82:2</p> <p><b>seem</b> [1] - 71:14</p> <p><b>self</b> [1] - 100:19</p> <p><b>self-explanatory</b> [1] - 100:19</p> <p><b>sell</b> [10] - 7:21, 7:22, 8:5, 8:14, 29:15, 58:8, 58:23, 59:6, 59:11, 119:21</p> <p><b>sell-offs</b> [1] - 119:21</p> <p><b>selling</b> [9] - 8:23, 12:19, 24:13, 30:19, 31:17, 101:10, 101:14, 101:17</p> <p><b>semantics</b> [1] - 93:24</p> <p><b>sense</b> [2] - 20:2, 20:8</p> <p><b>separate</b> [4] - 42:20, 71:20, 78:18, 78:20</p> <p><b>service</b> [1] - 27:22</p> <p><b>serviced</b> [1] - 6:23</p> <p><b>Services</b> [2] - 32:11, 32:12</p> <p><b>services</b> [19] - 19:22, 27:13, 29:3, 30:13, 30:16, 30:23, 32:19, 33:8, 33:9, 33:11, 33:14, 33:16, 33:18, 33:21, 33:23, 33:25, 34:9, 37:24, 122:21</p> <p><b>SESSION</b> [1] - 110:2</p> <p><b>set</b> [7] - 27:16, 27:24, 29:18, 78:2, 122:21, 131:4, 140:12</p> <p><b>settlement</b> [6] - 131:15, 132:3, 132:10, 134:8, 134:9</p> <p><b>seven</b> [3] - 15:16, 15:17, 109:4</p> <p><b>Seventh</b> [1] - 2:12</p> <p><b>Several</b> [1] - 64:10</p> <p><b>several</b> [5] - 26:17, 46:18, 73:20, 75:7, 134:10</p> <p><b>Shanny</b> [3] - 15:5, 15:6, 15:19</p> <p><b>share</b> [2] - 53:3, 54:15</p> <p><b>shared</b> [1] - 52:18</p> <p><b>shares</b> [2] - 9:13, 9:15</p> <p><b>sheet</b> [2] - 49:13, 49:14</p> <p><b>sheets</b> [4] - 104:12, 104:16, 104:17, 104:22</p> <p><b>ship</b> [3] - 7:3, 90:2, 125:7</p>	<p><b>shipment</b> [8] - 36:23, 37:2, 48:23, 96:15, 122:9, 122:14, 124:21, 124:25</p> <p><b>shipments</b> [2] - 48:20, 124:11</p> <p><b>shipped</b> [21] - 25:21, 29:11, 31:24, 37:4, 37:7, 45:3, 73:22, 74:5, 89:16, 89:19, 96:10, 101:21, 104:11, 104:25, 121:10, 121:14, 121:16, 122:5, 122:10, 124:17</p> <p><b>shipping</b> [8] - 29:24, 59:7, 89:22, 119:13, 119:15, 119:20</p> <p><b>shopping</b> [2] - 35:4, 35:7</p> <p><b>short</b> [2] - 89:16, 89:22</p> <p><b>shortage</b> [1] - 89:15</p> <p><b>Shorthand</b> [1] - 140:8</p> <p><b>show</b> [13] - 55:11, 70:2, 74:12, 75:14, 88:25, 91:18, 104:18, 107:3, 110:8, 115:18, 116:8, 116:22, 133:25</p> <p><b>showed</b> [3] - 70:11, 87:5, 87:6</p> <p><b>showing</b> [2] - 77:8, 114:18</p> <p><b>shown</b> [1] - 76:9</p> <p><b>shows</b> [1] - 56:20</p> <p><b>side</b> [4] - 7:13, 7:15, 50:14, 117:18</p> <p><b>sides</b> [1] - 30:2</p> <p><b>sign</b> [2] - 36:21, 125:6</p> <p><b>signature</b> [1] - 42:12</p> <p><b>signed</b> [4] - 3:9, 42:16, 56:15, 100:4</p> <p><b>signs</b> [1] - 32:4</p> <p><b>silence</b> [1] - 126:22</p> <p><b>simple</b> [1] - 21:11</p> <p><b>simply</b> [3] - 25:2, 80:25, 105:18</p> <p><b>single</b> [1] - 122:14</p> <p><b>situation</b> [6] - 52:15, 53:7, 53:13, 53:22, 54:9, 73:19</p> <p><b>slx</b> [3] - 15:11, 101:17, 101:19</p> <p><b>six-month</b> [1] - 101:17</p> <p><b>Skin</b> [83] - 17:13, 17:16, 18:3, 18:5, 18:7, 18:13, 18:16, 19:2, 19:4, 19:15, 20:9, 20:23, 21:4, 21:19, 22:4, 22:7, 22:13, 22:18, 22:21, 23:8, 23:16, 23:24, 24:17, 24:18, 25:11, 25:12, 25:15, 25:17, 26:9, 26:20, 26:21, 27:2, 27:4, 27:7, 27:14, 27:16, 28:2, 37:24, 38:3, 38:6, 38:12, 38:20, 38:21, 41:18, 42:19, 42:25, 43:20, 44:3, 44:25, 45:7, 45:13, 45:18, 62:2, 62:14, 62:16, 62:18, 62:22, 63:3, 63:12, 63:13, 64:6, 66:13, 67:9, 67:15, 67:17, 67:19, 67:20, 68:4, 68:7, 106:11, 106:12, 106:16, 106:18,</p>	<p>45:19, 62:3, 62:14, 62:16, 62:18, 62:22, 63:3, 63:12, 63:13, 64:6, 66:13, 67:9, 67:15, 67:17, 67:19, 67:21, 68:4, 68:7, 106:11, 106:12, 106:16, 106:18, 106:23, 107:18, 108:16, 110:23, 121:5, 121:6, 126:18, 126:20</p> <p><b>SKIN</b> [1] - 1:8</p> <p><b>sleeping</b> [1] - 135:17</p> <p><b>so..</b> [1] - 28:19</p> <p><b>sold</b> [13] - 8:7, 24:9, 24:19, 25:21, 27:11, 37:17, 45:10, 79:7, 92:21, 93:13, 93:22, 126:8</p> <p><b>solvent</b> [1] - 114:9</p> <p><b>someone</b> [1] - 33:3</p> <p><b>sometime</b> [1] - 62:8</p> <p><b>sometimes</b> [9] - 4:20, 4:24, 45:23, 46:24, 63:21, 69:10, 91:13, 102:22</p> <p><b>somewhat</b> [1] - 29:15</p> <p><b>somewhere</b> [3] - 84:8, 132:17, 132:18</p> <p><b>sorry</b> [6] - 24:10, 88:13, 112:9, 118:2, 120:11, 126:5</p> <p><b>sort</b> [3] - 82:22, 119:21, 136:19</p> <p><b>sounds</b> [1] - 19:19</p> <p><b>source</b> [3] - 19:18, 35:13, 35:23</p> <p><b>sourced</b> [1] - 35:14</p> <p><b>Sourcing</b> [4] - 6:17, 32:12, 42:3, 111:19</p> <p><b>SOURCING</b> [1] - 1:7</p> <p><b>SOUTHERN</b> [1] - 1:2</p> <p><b>speaking</b> [5] - 20:10, 20:12, 44:7, 90:24, 97:25</p> <p><b>specialized</b> [1] - 24:15</p> <p><b>specializing</b> [1] - 43:3</p> <p><b>specific</b> [30] - 14:15, 17:22, 21:3, 29:9, 30:3, 35:5, 43:10, 44:17, 44:21, 51:8, 57:22, 65:25, 66:5, 66:24, 67:12, 69:3, 69:17, 81:22, 90:23, 92:14, 92:16, 93:7, 97:5, 101:12, 101:15, 101:16, 117:8, 117:25, 134:14, 134:24</p> <p><b>Specific</b> [1] - 20:25</p> <p><b>Specifically</b> [1] - 17:21</p> <p><b>specifically</b> [11] - 32:21, 33:6, 39:17, 43:23, 44:7, 63:12, 71:22, 78:4, 101:6, 105:21, 135:3</p> <p><b>spell</b> [5] - 6:9, 15:2, 15:4, 15:6, 18:18</p> <p><b>spelling</b> [1] - 101:5</p> <p><b>spite</b> [1] - 49:17</p> <p><b>spoken</b> [1] - 48:12</p>
--	---	---	--

<p><b>ss</b> [1] - 140:5</p> <p><b>standard</b> [18] - 69:4, 79:2, 83:16, 83:22, 101:8, 102:16, 121:20, 121:25, 122:6, 122:20, 122:25, 123:3, 123:12, 123:15, 124:16, 124:23, 125:2, 125:5</p> <p><b>standards</b> [3] - 122:14, 123:6, 124:10</p> <p><b>standing</b> [1] - 105:6</p> <p><b>Stanley</b> [2] - 15:9, 15:19</p> <p><b>staple</b> [1] - 71:13</p> <p><b>stapled</b> [3] - 71:11, 71:16, 71:19</p> <p><b>start</b> [5] - 31:11, 40:21, 62:2, 120:19, 130:5</p> <p><b>started</b> [2] - 40:3, 44:6</p> <p><b>starting</b> [2] - 22:23, 113:16</p> <p><b>State</b> [2] - 1:18, 140:10</p> <p><b>state</b> [14] - 12:15, 27:9, 41:16, 41:24, 42:19, 61:15, 66:6, 81:12, 83:24, 84:25, 93:9, 106:25, 127:25, 130:22</p> <p><b>STATE</b> [1] - 140:4</p> <p><b>statement</b> [4] - 43:4, 51:22, 114:3, 125:20</p> <p><b>states</b> [5] - 55:25, 57:13, 77:18, 86:11, 105:24</p> <p><b>STATES</b> [1] - 1:2</p> <p><b>Stating</b> [1] - 107:20</p> <p><b>stating</b> [2] - 107:24, 126:16</p> <p><b>stay</b> [1] - 50:15</p> <p><b>stick</b> [1] - 73:20</p> <p><b>still</b> [5] - 18:3, 19:9, 117:16, 123:3, 124:2</p> <p><b>STIPULATED</b> [3] - 3:4, 3:8, 3:12</p> <p><b>STIPULATIONS</b> [1] - 3:2</p> <p><b>stop</b> [1] - 62:11</p> <p><b>store</b> [44] - 77:18, 77:21, 77:23, 78:2, 78:6, 78:12, 78:15, 78:24, 79:4, 79:7, 79:10, 80:4, 80:11, 80:16, 80:22, 80:24, 81:10, 81:14, 82:2, 82:6, 82:15, 83:3, 83:13, 83:20, 83:25, 84:7, 84:16, 84:20, 85:24, 86:12, 87:5, 87:6, 88:6, 88:11, 88:17, 88:18, 100:17, 100:20, 100:21, 100:22, 101:3, 101:7, 102:19, 103:9</p> <p><b>Stores</b> [1] - 100:7</p> <p><b>stores</b> [5] - 80:19, 83:18, 84:22, 85:4, 88:10</p> <p><b>stories</b> [1] - 135:22</p> <p><b>story</b> [1] - 46:8</p> <p><b>straight</b> [1] - 109:10</p> <p><b>stress</b> [1] - 9:4</p> <p><b>strictly</b> [1] - 6:24</p> <p><b>style</b> [16] - 56:9, 56:12,</p>	<p>56:15, 56:16, 56:21, 57:2, 57:7, 58:22, 59:21, 59:24, 61:4, 69:4, 87:24, 101:16, 122:12, 122:13</p> <p><b>Style</b> [1] - 59:14</p> <p><b>styles</b> [7] - 24:6, 34:25, 57:10, 80:15, 80:22, 82:20, 95:13</p> <p><b>subject</b> [5] - 81:9, 81:14, 81:21, 86:4, 125:20</p> <p><b>subjective</b> [1] - 123:20</p> <p><b>subjectively</b> [1] - 123:22</p> <p><b>submit</b> [1] - 50:10</p> <p><b>Subscribed</b> [1] - 139:10</p> <p><b>subsequent</b> [1] - 96:21</p> <p><b>subsequently</b> [1] - 107:11</p> <p><b>substance</b> [1] - 134:13</p> <p><b>substantial</b> [2] - 119:5, 119:8</p> <p><b>Success</b> [6] - 9:24, 10:3, 10:4, 13:10, 13:12, 13:24</p> <p><b>sufficiently</b> [2] - 124:13, 125:4</p> <p><b>suggest</b> [1] - 92:9</p> <p><b>suggesting</b> [1] - 106:9</p> <p><b>suggestions</b> [1] - 128:13</p> <p><b>suggests</b> [2] - 109:6, 112:4</p> <p><b>supplied</b> [1] - 24:14</p> <p><b>supply</b> [1] - 50:12</p> <p><b>support</b> [1] - 127:10</p> <p><b>Suppose</b> [1] - 122:8</p> <p><b>supposed</b> [2] - 73:22, 95:12</p> <p><b>surprise</b> [1] - 83:23</p> <p><b>sworn</b> [4] - 3:9, 4:3, 139:10, 140:13</p> <p><b>Synko</b> [13] - 18:17, 19:10, 19:20, 19:21, 20:22, 22:3, 22:25, 43:21, 44:5, 45:8, 45:14, 105:11, 106:17</p> <p><b>system</b> [2] - 121:19, 122:17</p>	<p>58:24, 58:25, 59:6, 59:11, 59:23, 60:15, 60:24, 61:12, 61:15, 64:2, 69:6, 69:8, 69:13, 69:18, 74:6, 76:5, 77:23, 78:24, 79:3, 80:3, 80:17, 80:23, 82:5, 82:18, 83:16, 86:10, 86:11, 88:2, 88:10, 89:11, 89:12, 89:14, 89:16, 90:15, 92:4, 92:7, 92:8, 93:14, 93:22, 93:25, 94:4, 94:15, 98:7, 99:21, 100:6, 100:16, 100:24, 102:11, 103:9, 104:15, 121:12, 126:8, 133:21, 134:22, 135:13</p> <p><b>Target's</b> [6] - 91:6, 93:25, 96:7, 101:18, 104:12, 121:13</p> <p><b>Tax</b> [4] - 111:12, 114:22, 142:10, 142:11</p> <p><b>tax</b> [16] - 16:3, 16:8, 28:18, 111:10, 111:18, 113:19, 114:16, 114:19, 114:25, 116:2, 116:3, 116:15, 117:20, 118:13, 119:3, 136:9</p> <p><b>technically</b> [2] - 15:22, 110:23</p> <p><b>Technology</b> [1] - 5:12</p> <p><b>tended</b> [1] - 30:7</p> <p><b>term</b> [5] - 21:11, 34:16, 54:8, 70:20, 113:17</p> <p><b>terminology</b> [3] - 92:24, 93:17, 94:6</p> <p><b>terms</b> [15] - 16:7, 19:25, 20:17, 51:6, 74:7, 83:8, 83:9, 83:10, 92:23, 124:2, 130:6, 130:9, 130:19, 132:12</p> <p><b>test</b> [5] - 65:24, 82:12, 82:14, 82:17, 82:20</p> <p><b>testified</b> [5] - 4:4, 51:25, 52:17, 76:22, 110:5</p> <p><b>testimony</b> [14] - 11:18, 35:21, 40:25, 41:20, 44:15, 44:16, 44:17, 49:10, 51:14, 87:18, 98:5, 112:22, 121:11, 140:14</p> <p><b>Tex</b> [1] - 6:12</p> <p><b>Textile</b> [5] - 42:2, 92:2, 92:9, 92:25, 94:11</p> <p><b>THE</b> [16] - 17:2, 82:4, 82:8, 82:11, 87:3, 87:10, 87:21, 104:16, 104:21, 109:9, 118:21, 128:16, 128:18, 129:13, 131:24, 136:8</p> <p><b>themselves</b> [2] - 48:9, 135:14</p> <p><b>theory</b> [1] - 50:3</p> <p><b>therefore</b> [3] - 50:13, 79:7, 131:3</p> <p><b>thick</b> [1] - 127:7</p> <p><b>thinking</b> [1] - 95:23</p>	<p><b>third</b> [1] - 101:23</p> <p><b>thousands</b> [1] - 79:23</p> <p><b>three</b> [5] - 64:11, 72:20, 79:16, 101:16, 133:19</p> <p><b>three-month</b> [1] - 101:16</p> <p><b>TICARET</b> [1] - 1:4</p> <p><b>tie</b> [2] - 101:11, 102:25</p> <p><b>tied</b> [2] - 136:19, 136:20</p> <p><b>timely</b> [4] - 95:22, 96:20, 97:21, 98:21</p> <p><b>timing</b> [1] - 108:24</p> <p><b>title</b> [3] - 72:10, 73:3, 94:20</p> <p><b>titled</b> [5] - 74:13, 75:22, 77:10, 89:3, 100:6</p> <p><b>today</b> [11] - 10:21, 11:19, 13:7, 14:21, 18:5, 21:11, 43:25, 65:7, 65:9, 65:20, 131:21</p> <p><b>together</b> [5] - 7:17, 71:13, 71:16, 71:19, 114:17</p> <p><b>took</b> [1] - 120:24</p> <p><b>top</b> [11] - 13:6, 13:14, 16:22, 55:25, 57:13, 62:5, 84:4, 87:7, 88:22, 92:2, 111:22</p> <p><b>topic</b> [1] - 132:14</p> <p><b>total</b> [4] - 12:2, 108:10, 111:25, 112:5</p> <p><b>totally</b> [1] - 23:10</p> <p><b>Totally</b> [1] - 120:8</p> <p><b>towards</b> [1] - 114:11</p> <p><b>TRADE</b> [1] - 1:4</p> <p><b>transfer</b> [1] - 106:10</p> <p><b>transferred</b> [8] - 58:25, 61:19, 67:7, 73:24, 89:17, 92:13, 126:14, 126:19</p> <p><b>transfers</b> [1] - 125:22</p> <p><b>transformed</b> [1] - 43:8</p> <p><b>transmits</b> [1] - 89:16</p> <p><b>transmitted</b> [1] - 49:24</p> <p><b>transportation</b> [2] - 96:22, 98:18</p> <p><b>travel</b> [1] - 63:21</p> <p><b>treatment</b> [1] - 135:18</p> <p><b>tremendous</b> [1] - 135:11</p> <p><b>trial</b> [3] - 3:7, 131:6, 131:9</p> <p><b>tried</b> [3] - 29:14, 30:9, 122:19</p> <p><b>Tropic</b> [1] - 6:12</p> <p><b>true</b> [5] - 43:4, 108:11, 112:13, 112:15, 140:14</p> <p><b>Try</b> [2] - 26:8, 54:20</p> <p><b>try</b> [5] - 47:12, 59:16, 108:20, 124:7, 124:14</p> <p><b>trying</b> [13] - 30:5, 69:12, 85:16, 85:17, 86:13, 93:10, 98:16, 123:4, 123:16, 124:5, 124:6, 131:19, 134:18</p> <p><b>TSS</b> [1] - 32:11</p> <p><b>Turkey</b> [14] - 14:12, 32:19,</p>
--	--	---	---

## T

T-A-L-L-Y [1] - 15:3

talks [1] - 95:2

Tally [3] - 14:25, 15:2, 16:18

tank [1] - 82:12

**Target** [99] - 8:7, 21:18, 21:22, 22:14, 22:19, 22:22, 24:19, 29:8, 29:9, 29:10, 29:12, 29:16, 29:24, 31:17, 31:21, 32:3, 32:7, 32:9, 32:12, 32:15, 35:10, 35:17, 36:21, 37:8, 37:12, 37:17, 47:5, 47:17, 47:22, 47:25, 49:2, 49:6, 50:10, 50:13, 56:16, 56:19, 56:22, 57:2, 57:7, 58:8, 58:12, 58:23,

32:20, 43:2, 43:7, 43:13, 95:19, 119:14, 119:16, 119:17, 119:22, 120:3, 121:3, 121:9 <b>turn</b> [7] - 59:13, 74:9, 90:4, 91:25, 101:23, 103:3, 133:7 <b>Turning</b> [2] - 60:25, 68:14 <b>twice</b> [1] - 68:15 <b>two</b> [13] - 14:7, 18:24, 19:19, 23:22, 36:25, 38:9, 44:2, 64:12, 64:21, 102:7, 121:10, 127:17 <b>type</b> [11] - 7:22, 20:12, 24:19, 32:2, 70:13, 71:18, 76:2, 76:19, 77:16, 113:23, 120:5 <b>types</b> [4] - 24:5, 29:3, 30:16, 73:8	<b>various</b> [1] - 57:24 <b>vendor</b> [12] - 76:12, 88:20, 88:23, 88:24, 92:10, 92:11, 92:15, 92:16, 93:7, 101:12, 103:3, 124:19 <b>vendor's</b> [1] - 80:21 <b>venture</b> [1] - 133:18 <b>versus</b> [5] - 42:2, 73:9, 94:9, 123:6, 136:20 <b>vessel</b> [2] - 97:8, 97:10 <b>vessel's</b> [1] - 99:9 <b>viewed</b> [1] - 81:15 <b>views</b> [2] - 115:10, 115:13	<b>workers</b> [1] - 135:12 <b>works</b> [7] - 18:16, 63:20, 64:16, 64:22, 64:23 <b>world</b> [3] - 8:4, 38:17, 41:19 <b>Worldwide</b> [3] - 7:7, 12:23, 43:9 <b>worldwide</b> [3] - 8:3, 35:24, 43:8 <b>written</b> [4] - 46:4, 46:9, 110:19, 110:25
<b>U</b>	<b>W</b>	<b>Y</b>
<b>ultimate</b> [1] - 124:18 <b>ultimately</b> [4] - 7:3, 35:24, 39:12, 99:11 <b>unbeknownst</b> [2] - 97:10, 99:8 <b>unclear</b> [1] - 4:14 <b>under</b> [4] - 23:2, 100:14, 113:4, 122:24 <b>underlying</b> [2] - 69:21, 118:17 <b>underneath</b> [1] - 106:2 <b>understood</b> [1] - 78:10 <b>undertake</b> [1] - 42:20 <b>unfair</b> [4] - 51:12, 51:21, 52:8, 127:14 <b>unit</b> [4] - 59:21, 59:24, 61:4, 61:16 <b>UNITED</b> [1] - 1:2 <b>units</b> [1] - 51:10 <b>unjustified</b> [2] - 90:18, 90:22 <b>unprofitable</b> [2] - 119:12, 120:18 <b>unrelated</b> [1] - 120:8 <b>unsure</b> [3] - 11:19, 11:21, 11:23 <b>unwilling</b> [1] - 53:23 <b>up</b> [15] - 27:16, 27:25, 30:7, 42:8, 66:21, 78:12, 82:19, 83:21, 84:22, 94:6, 95:8, 95:18, 98:6, 99:10, 115:14 <b>upheaval</b> [1] - 135:11 <b>upper</b> [1] - 133:21 <b>useful</b> [1] - 4:18 <b>uses</b> [2] - 63:17, 66:15	<b>W-2</b> [2] - 10:17, 10:19 <b>wait</b> [1] - 89:14 <b>waived</b> [1] - 3:14 <b>Wal</b> [1] - 8:8 <b>Wal-Mart</b> [1] - 8:8 <b>Waldon</b> [1] - 15:9 <b>war</b> [1] - 135:8 <b>warehouse</b> [13] - 37:11, 74:4, 74:8, 75:11, 94:15, 96:6, 120:22, 120:23, 121:2, 121:5, 121:9, 121:14, 121:16 <b>Warehouse</b> [1] - 94:9 <b>was..</b> [1] - 43:11 <b>water</b> [1] - 136:15 <b>ways</b> [6] - 26:18, 41:15, 44:18, 69:9, 121:10, 127:22 <b>wear</b> [2] - 123:25, 124:2 <b>weeks</b> [1] - 133:2 <b>Welcome</b> [1] - 4:12 <b>Westfield</b> [2] - 4:10, 62:21 <b>whatsoever</b> [1] - 106:24 <b>whole</b> [5] - 53:7, 53:11, 53:15, 95:15, 123:14 <b>wishes</b> [1] - 130:25 <b>withdraw</b> [1] - 31:6 <b>witness</b> [27] - 4:3, 16:24, 51:2, 57:12, 70:3, 72:8, 75:15, 75:21, 77:8, 86:20, 89:2, 91:19, 94:19, 100:5, 107:4, 113:20, 114:18, 115:19, 116:8, 127:14, 128:3, 128:4, 128:17, 129:21, 132:5, 140:11, 140:15 <b>WITNESS</b> [17] - 17:2, 82:4, 82:8, 82:11, 87:3, 87:10, 87:21, 104:16, 104:21, 109:9, 118:21, 128:16, 128:18, 129:13, 131:24, 136:8, 141:4 <b>word</b> [2] - 37:2, 86:10 <b>wording</b> [1] - 54:20 <b>words</b> [5] - 21:11, 35:15, 36:25, 47:8, 124:6	<b>year</b> [23] - 8:24, 9:2, 10:24, 11:21, 12:17, 27:3, 27:5, 62:7, 65:25, 73:21, 75:8, 101:19, 101:21, 102:8, 102:9, 112:5, 112:9, 117:3, 117:5, 120:17 <b>year-to-date</b> [1] - 11:21 <b>years</b> [9] - 7:20, 8:6, 51:6, 79:17, 79:20, 80:9, 102:7, 119:9, 127:16 <b>yesterday</b> [2] - 65:10, 65:21 <b>yesterdays</b> [1] - 65:12 <b>YORK</b> [3] - 1:2, 140:4, 140:6 <b>York</b> [10] - 1:16, 1:17, 1:18, 2:7, 2:13, 64:3, 111:5, 133:21, 140:10
<b>V</b>		
<b>validity</b> [1] - 82:21 <b>varied</b> [1] - 91:17		